TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/01/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Iroko Pharmaceuticals Inc.		101/13/2014 I	CORPORATION: BRITISH VIRGIN ISLANDS

RECEIVING PARTY DATA

Name:	Iroko Properties Inc.
Street Address:	Geneva Place, Waterfront Drive
City:	Roadtown, Tortola
State/Country:	BRITISH VIRGIN ISLANDS
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85413540	ZORVOLEX

CORRESPONDENCE DATA

Fax Number: 8777697945

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 202-783-5070
Email: tmdoctc@fr.com
Correspondent Name: Keith A. Barritt
Address Line 1: P.O. Box 1022

Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER: 30052-0005001

DOMESTIC REPRESENTATIVE

Name: Keith A. Barritt

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Address Line 1: P.O. Box 1022 Address Line 4: Minneapolis, MINNESOTA 55440-1022		
NAME OF SUBMITTER:	Mel E. Erickson	
Signature:	/Mel E. Erickson/	
Date:	01/17/2014	
Total Attachments: 4 source=ZORVOLEX assignment 2#page1.tif source=ZORVOLEX assignment 2#page2.tif source=ZORVOLEX assignment 2#page3.tif source=ZORVOLEX assignment 2#page4.tif		

TRADEMARK REEL: 005195 FRAME: 0803

TRADEMARK CONFIRMATORY ASSIGNMENT AGREEMENT

WHEREAS, IROKO PHARMACEUTICALS INC, a company incorporated under the laws of the British Virgin Islands, whose address is Geneva Place, Waterfront Drive, PO Box 3469, Road Town, Tortola, British Virgin Islands, is the owner of acquired by assignment all rights to U.S. trademark application no. 85/413,540 for ZORVOLEX (the "Trademark")and the goodwill of the business symbolized by the mark;

WHEREAS, IROKO PROPERTIES INC, a company incorporated under the laws of the British Virgin Islands, whose address is Geneva Place, Waterfront Drive, PO Box 3469, Road Town, Tortola, British Virgin Islands ("Assignee"), is desirous of acquiring all of Assignor's rights, title and interest in and to said Trademark;

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of the sum of Ten Dollars (\$10.00), and for other good and valuable consideration referred to in a separate Master Purchase and Sale Agreement (the "Purchase Agreement"), the receipt of each of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Effective nunc pro tunc as of July 1, 2013, Assignor sells, assigns, transfers to the Assignee the entire right, title, interest in and to the Trademark and the goodwill of the business symbolized by the Trademark in the United States to be held and enjoyed by Assignee, its successors, assignees and any other legal representatives.
- 2. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademark and to bring any proceeding in the U.S. Patent and Trademark Office for cancellation or opposition or other proceeding in connection with the Trademark. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor and its Affiliates had this assignment not been made.
- 3. Assignee will record the assignment of the Trademark at the U.S. Patent and Trademark Office and any expenses incurred in connection with the recordation of this assignment shall be borne by the Assignee. The Assignee is responsible for obtaining any assignment documents that may be necessary for the recordation of the assignment of the Trademark and the Assignor hereby undertakes to give its reasonable assistance to the Assignee as to such recordation of the assignment of the Trademark.
- 4. This Agreement is linked to the Purchase Agreement so that if for any reason the Purchase Agreement was to be declared void or null, the present Agreement would be automatically declared void or null.
- 5. Assignee shall pay, or reimburse Assignor for all registrar transfer fees. Assignee will also reimburse Assignor for any trademark renewal fees paid by Assignor after the date of this Agreement pending transfer of the Trademark. Upon Assignee's request, Assignor will provide Assignee with copies of applicable registrar invoices therefor or comparable proof of payment thereof.

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- 6. The representations, warranties and covenants relating to the Trademark contained in the Purchase Agreement, and the indemnification provisions relating thereto, are incorporated herein by reference.
- 7. Each Party, upon the written request and at the expense of the other Party, shall provide such reasonable cooperation, shall perform such further reasonable acts, and shall execute and deliver such reasonable documents and affidavits that may be necessary to effect the assignment and transfer of the Trademark in accordance with the intent of the Purchase Agreement and this Agreement.
- 8. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGES FOLLOW]

TRADEMARK REEL: 005195 FRAME: 0805 IN TESTIMONY WHEREOF, the Assignor and Assignee have executed this Agreement effective as of December 23, 2013.

	ASSIGNOR:
	IROKO PHARMACEUTICALS INC.
	Paril Britand
	Name:
	Title:
	Place of Execution:
who appeared before me, and and on oath stated that said p to be said person's free and v Dated: Ol-13-14) ss.) or have satisfactory evidence that <u>lavid Uprihad</u> is the person d said person acknowledged that said person signed this instrument person was authorized to execute the instrument and acknowledged it voluntary act for the uses and purposes mentioned in the instrument. Notary Public
[Seal or Stamp]	Hakan Ibisi [Printed Name]
Commonwealth of Pennsylvania	,
NOTARIAL SEAL Hakan Ibisi, Notary Public Philadelphia City, Philadelphia County My Commission Expires August 27, 2017	My appointment expires <u>August</u> 27th, 2017



ASSIGNEE:

IROKO PROPERTIES INC.

	Name:	GEORGE M LOIZOU
	Title:	DIRECTOR
	P lace of Exc	ecution:
STATE OF) .	
COUNTY OF) ss.)	
who appeared before me, and and on oath stated that said p	if said person acknowledged berson was authorized to executely oluntary act for the uses and	that is the person that said person signed this instrument cute the instrument and acknowledged is purposes mentioned in the instrument. Notary Public
[Seat of Stamp]	***************************************	
		[Printed Name]
	My appointment ex	[Printed Name]

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RECORDED: 01/17/2014