

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nautilus Neurosciences, Inc.		12/17/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Depomed, Inc.		
Street Address:	7999 Gateway Blvd.		
Internal Address:	Suite 300		
City:	Newark		
State/Country:	CALIFORNIA		
Postal Code:	94560		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3677383	CAMBIA	
Serial Number:	85907087	NEURONETWORX	
Serial Number:	85907106	CAMBIA	
Serial Number:	85908055	BOOM DONE	
Serial Number:	85908048	BOOM DONE	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212)556-2128		
Email:	nytrademarks@kslaw.com		
Correspondent Name:	Maren C. Perry/King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

CH \$140.00 3677383

ATTORNEY DOCKET NUMBER:	66631.104001
NAME OF SUBMITTER:	Maren C. Perry
Signature:	/mcp/
Date:	01/24/2014
Total Attachments: 5 source=DEPOMEDnautilusassignment#page1.tif source=DEPOMEDnautilusassignment#page2.tif source=DEPOMEDnautilusassignment#page3.tif source=DEPOMEDnautilusassignment#page4.tif source=DEPOMEDnautilusassignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Trademark Assignment*"), dated as of December 17, 2013, is made by and between Nautilus Neurosciences, Inc., a Delaware corporation ("*Seller*"), and Depomed, Inc., a California corporation ("*Depomed*"). Seller and Purchaser are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*". Capitalized terms not otherwise defined in the text of this Agreement shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Depomed and the Seller Parties have entered into an Asset Purchase Agreement, dated as of December 17, 2013 (the "*Asset Purchase Agreement*");

WHEREAS, Seller is the owner of all right, title, and interest in, to and under the trademarks listed in Exhibit A hereto (the "*Transferred Marks*"), including, but not limited to, the right to recover damages for past, present or future infringement of the Transferred Marks;

WHEREAS, pursuant to the Asset Purchase Agreement, the Parties have agreed, that Purchaser will acquire all right, title and interest of Seller in, to and under the Transferred Marks from Seller; and

WHEREAS, it is a condition precedent to the Closing that Seller and Purchaser execute and deliver this Trademark Assignment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Subject to the terms of the Asset Purchase Agreement, effective as of the Closing, Seller does hereby irrevocably sell, transfer, convey, assign and deliver to Purchaser, free and clear of any and all Liens (other than Permitted Liens), the entire right, title and interest of Seller in, to and under the Transferred Marks, including, without limitation, the goodwill associated with the Transferred Marks, the right and standing to sue for and recover damages for any past, present or future infringement of the Transferred Marks, to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Seller had this Trademark Assignment and transfer not been made.

2. Seller agrees that Purchaser shall have the rights to register and record its rights in the Purchased Marks, in its name, in the United States Patent and Trademark Office and in the Canadian Intellectual Property Office. Purchaser shall be responsible

for any and all fees to the United States Patent and Trademark Office or the Canadian Intellectual Property Office in connection therewith.

3. Seller hereby appoints Purchaser as Seller's true and lawful attorney in fact for the sole purpose of this Trademark Assignment, with full power of substitution in Seller's name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Purchaser or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Transferred Marks that may have accrued in Seller's favor from the respective date of first creation of any of the Transferred Marks to the date of this Trademark Assignment. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. This Trademark Assignment shall be binding upon and inure to the benefit of Seller and its respective successors and assigns.

5. This Agreement (and all disputes arising out of it including non-contractual disputes) shall be governed by and interpreted in accordance with the substantive laws of the State of New York, without regard to the choice of Law or conflict of Law provisions or rules thereof.

6. This Trademark Assignment may not be amended, supplemented or modified except by an instrument in writing signed on behalf of Seller and Purchaser. No waiver of any provision of this Trademark Assignment shall be valid unless the waiver is in writing and signed by the waiving Party.

7. If any term or other provision of this Trademark Assignment is determined to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of this Trademark Assignment shall remain in full force and effect. Upon such determination, Seller and Purchaser shall negotiate in good faith to modify this Trademark Assignment so as to give effect to the original intent of the Parties to the fullest extent permitted by applicable Law.

8. Nothing in this Trademark Assignment shall be construed to be a modification of, or limitation on, any provision of the Asset Purchase Agreement, including the representations, warranties and agreements set forth therein. If any conflict exists between the terms of this Trademark Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the date first written above.



PURCHASER:

DEPOMED, INC.

By: _____

Name: James A. Schoeneck

Title: Chief Executive Officer

Address:

7999 Gateway Blvd., Suite 300

Newark, California 94560

Attention: Legal Department

SELLER:

NAUTILUS NEUROSCIENCES, INC.

By: _____

Name:

Title:

Address:

NNI Holdings Corp.

135 Routes 202 / 206

Bedminster, New Jersey 07921

Attention: Peter Lankau

TRADEMARK

REEL: 005200 FRAME: 0459

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the date first written above.

PURCHASER:

SELLER:

DEPOMED, INC.

NAUTILUS NEUROSCIENCES, INC.

By: _____

Name: James A. Schoeneck
Title: Chief Executive Officer

By:  _____

Name: William Maichie
Title: Chief Executive Officer

Address:

7999 Gateway Blvd., Suite 300
Newark, California 94560
Attention: Legal Department

Address:

NNI Holdings Corp.
135 Routes 202 / 206
Bedminster, New Jersey 07921
Attention: Peter Lankau

EXHIBIT A

Transferred Marks

MARKS (USA)

Mark	Application Number	Date of Filing	Application Status	Registration Number
CAMBIA	77/441592	April 7, 2008	Registered	3,677,383
NEURONETWORX	85/907087	April 17, 2013	Notice of Allowance Granted by USPTO	N/A
CAMBIA	85/907106	April 17, 2013	Pending	N/A
BOOM DONE	85/908055	April 18, 2013	Pending	N/A
BOOM DONE	85/908048	April 18, 2013	Pending	N/A
DBT	85/018072	April 20, 2010	Pending	N/A
DBT	78/930847	July 17, 2006	Abandoned	N/A
IMPACT	78/834230	March 10, 2006	Abandoned	N/A

MARKS (CANADA)

Mark	Application Number	Date of Filing	Application Status	Registration Number
CAMBIA (word)	1492818	August 18, 2010	Registered	806381
CAMBIA (design)	1648121	August 16, 2010	Pending	N/A
DBT	1492508	August 16, 2010	Pending	N/A