

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Santen Pharmaceutical Co., Ltd.		01/02/2014	CORPORATION: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oak Pharmaceuticals, Inc.		
<b>Street Address:</b>	1925 West Field Court, Suite 300		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1961729	BETIMOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	314-259-2000		
<b>Email:</b>	ncollora@bryancave.com		
<b>Correspondent Name:</b>	Mark A. Paskar		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102-2750		
<b>ATTORNEY DOCKET NUMBER:</b>	C070900/0234449		
<b>NAME OF SUBMITTER:</b>	Mark A. Paskar		
<b>Signature:</b>	/Mark A. Paskar/		
<b>Date:</b>	01/30/2014		

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Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made and entered into and is effective as of January 2, 2014, by and between Santen Pharmaceutical Co., Ltd., a Japanese corporation having its registered office at 3-9-19, Shimoshinjo, Higashiyodogawa-ku, Osaka 533-8651, Japan ("Assignor"), and Oak Pharmaceuticals, Inc., a Delaware corporation, having its registered office at 1925 West Field Court, Suite 300 Lake Forest, IL 60045 USA ("Assignee").

WHEREAS, Assignor is the record owner in the United States Patent and Trademark Office of the brand names, proprietary names or designations, trade names and registered and unregistered trademarks, service marks, certification marks and trade dress set forth on Schedule 1 attached hereto (the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 18, 2013, pursuant to which, among other things, Assignor has agreed to sell, transfer, assign, convey, deliver and set over to Assignee, and Assignee agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor does hereby unconditionally and irrevocably transfer, convey and assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks together with all registrations and applications for registration therefor and the goodwill of the business symbolized by the Trademarks and (ii) any and all renewals and extensions thereof that may hereafter be secured under applicable law.

2. **Authorization.** Assignor hereby irrevocably authorizes and empowers, and Assignee directs the United States Patent and Trademark Office, its commissioner and other offices, to record Assignee as the owner of the Trademarks. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States for any purpose regarding the subject matter hereof. All costs of recording assignment shall be borne by Assignee.


4. **Counterparts.** This Trademark Assignment may be executed in multiple counterparts and delivered by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

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

**ASSIGNOR:**

**Santen Pharmaceutical Co., Ltd.,**  
a Japanese corporation

By: 

Name: Akira Kurokawa

Title: President and Chief Executive Officer

**ASSIGNEE:**

**Oak Pharmaceuticals, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Trademark Assignment]

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

**ASSIGNOR:**

**Santen Pharmaceutical Co., Ltd.,**  
a Japanese corporation

By: \_\_\_\_\_  
Name: Akira Kurokawa  
Title: President and Chief Executive Officer

**ASSIGNEE:**

**Oak Pharmaceuticals, Inc.,**  
a Delaware corporation

By:           *J. Bonaccorsi*            
Name: Joseph Bonaccorsi  
Title: Secretary

**Schedule 1  
Trademarks**

1. U.S. Registration No. 4442019, Expiration Date is December 3, 2023.
2. U.S. Registration No. 1961729, Expiration Date is March 12, 2016.