

900278047 01/23/2014

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
Archimedes Development Limited		07/29/2013	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Depomed, Inc.		
Street Address:	7999 Gateway Blvd.		
Internal Address:	Suite 300		
City:	Newark		
State/Country:	CALIFORNIA		
Postal Code:	94580		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3988050		
Registration Number:	4068538	LAZANDA	
Registration Number:	4104696	LAZANDA	
Registration Number:	4104597		
Registration Number:	4335560	BREAKING THROUGH: VOICES OF BREAKTHROUGH	
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		

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TRADEMARK
REEL: 005212 FRAME: 0832

ATTORNEY DOCKET NUMBER:	66631.104001
NAME OF SUBMITTER:	Maren C. Perry
Signature:	/mcp/
Date:	01/23/2014
Total Attachments: 5 source=LAZANDAtrademarkassignment#page1.tif source=LAZANDAtrademarkassignment#page2.tif source=LAZANDAtrademarkassignment#page3.tif source=LAZANDAtrademarkassignment#page4.tif source=LAZANDAtrademarkassignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment"), dated as of July 29, 2013, is made by and between Archimedes Development Ltd., a company registered under the laws of England and Wales, also known as Archimedes Development Limited ("Archimedes Development"), and Depomed, Inc., a California corporation ("Depomed"). Each of Archimedes Development and Archimedes Pharma US Inc., a Delaware corporation ("Seller") is a wholly owned subsidiary of Archimedes Pharma Ltd., a company registered under the laws of England and Wales ("Parent"). Each of Seller, Parent and Archimedes Development is sometimes individually referred to herein as a "Seller Party" and are sometimes collectively referred to herein as the "Seller Parties". Each Seller Party and Depomed is sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties". 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 July 29, 2013 (the "Asset Purchase Agreement");

WHEREAS, Archimedes Development is the owner of all right, title, and interest in and to the applicable trademarks listed in Exhibit A (the "Purchased Marks"), including, but not limited to, the right to recover damages for past, present or future infringement of the Purchased Marks;

WHEREAS, pursuant to the Asset Purchase Agreement, the parties have agreed, that Depomed will acquire all right, title and interest in and to the Purchased Marks from Archimedes Development; and

WHEREAS, it is a condition precedent to the Closing that Archimedes Development and Depomed 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, Archimedes Development and Depomed agree as follows:

1. Subject to the terms of the Asset Purchase Agreement, effective as of the Closing, Archimedes Development does hereby irrevocably sell, assign, convey, transfer and deliver unto Depomed, its successors, assigns and nominees, free and clear of any and all Liens other than Permitted Liens, the entire right, title and interest in, to and under the Purchased Marks, including, without limitation, the goodwill associated with the Purchased Marks, the right and standing to sue for and recover damages for any past, present or future infringement of the Purchased 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 Archimedes Development had this Trademark Assignment and transfer not been made.

2. Archimedes Development agrees that Depomed 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.

3. Archimedes Development hereby appoints Depomed as Archimedes Development's true and lawful attorney in fact for the sole purpose of this Trademark Assignment, with full power of substitution in Archimedes Development'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 Depomed 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 Purchased Marks that may have accrued in Archimedes Development's favor from the respective date of first creation of any of the Purchased Marks to the date of this Trademark Assignment. Archimedes Development 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 Archimedes Development 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 Archimedes Development and Depomed. 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, Archimedes Development and Depomed 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.

[Signature Page Follows]

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

DEPOMED, INC.

By: 
Name: James A. Schoeneck
Title: Chief Executive Officer

Address:

7999 Gateway Blvd., Suite 300
Newark, California 94560
Attention: Legal Department
Facsimile: (510) 744-8001

ARCHIMEDES DEVELOPMENT LTD.

By: _____
Name: Nicholas G. Rothwell
Title: EVP - Global Supply

Address:

Albert Einstein Centre
Nottingham Science & Technology Park
University Boulevard
Nottingham NG7 2TN
United Kingdom
Attention: Legal Department
Facsimile: +44 (0) 118 931 5051


[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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DEPOMED, INC.

ARCHIMEDES DEVELOPMENT LTD.

By: _____
Name: James A. Schoeneck
Title: Chief Executive Officer

By: 
Name: Nicholas G. Rothwell
Title: EVP – Global Supply

Address:

7999 Gateway Blvd., Suite 300
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Attention: Legal Department
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Address:

Albert Einstein Centre
Nottingham Science & Technology Park
University Boulevard
Nottingham NG7 2TN
United Kingdom
Attention: Legal Department
Facsimile: +44 (0) 118 931 5051

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

EXHIBIT A TO TRADEMARK ASSIGNMENT

Purchased Marks

U.S. Trademark Registration No.

Trademark

3988050



4068538

LAZANDA

4104596



4104597



4335560

Breaking Through: Voices of
Breakthrough Pain in Cancer Patients