

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eclat Pharmaceuticals, LLC		11/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	G&W Laboratories, Inc.		
Street Address:	111 Coolidge Street		
City:	South Plainfield		
State/Country:	NEW JERSEY		
Postal Code:	07080		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3012656	HYCET	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	88650.122		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	04/15/2014		
Total Attachments: 2			
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source=Trademark Assignment - Eclat to GW#page2.tif			

OP \$40.00 3012656

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 6th day of November, 2013, by and between Eclat Pharmaceuticals, LLC, a Delaware limited liability company ("ASSIGNOR") and G&W Laboratories, Inc., a New Jersey corporation ("ASSIGNEE"), whose address is 111 Coolidge Street, South Plainfield, NJ 07080-3895.

WHEREAS, ASSIGNOR is the owner of U.S. Registration Number 3,012,656 for the mark HYCET® (the "Trademark");

WHEREAS, ASSIGNEE wishes to acquire from ASSIGNOR, and ASSIGNOR wishes to assign to ASSIGNEE all of its right, title and interest in and to the Trademark, together with the good will associate therewith; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all of its right, title and interest as ASSIGNOR may possess in and to the Trademark worldwide.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE each intend to be legally bound, hereby agree as follows:

1. ASSIGNOR does hereby assign to ASSIGNEE its entire right, title and interest in and to the Trademark together with the good will of the business in connection with which the Trademark is used and which is symbolized by the Trademark, and all registrations and applications therefore, including any renewals and extensions of the registrations that are or may be secured under law, now or hereinafter in effect for ASSIGNEE's own use and enjoyment, and for the use and enjoyment of ASSIGNEE's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if the Assignment had not been made. In addition, ASSIGNOR assigns to ASSIGNEE all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, together with the right to sue for, and collect such damages.

ÉCLAT PHARMACEUTICALS, LLC

G & W LABORATORIES, INC.

By: Michael S. Anderson

By: _____

Name: Michael S. Anderson

Name: _____

Title: CEO

Title: _____

Date: 11-6-2013

Date: _____

EXHIBIT D

FORM OF TRADEMARK ASSIGNMENT

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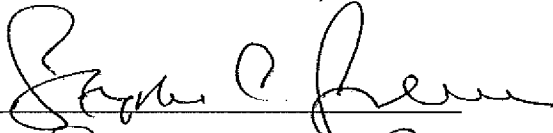
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ÉCLAT PHARMACEUTICALS, LLC

G & W LABORATORIES, INC.

By: _____

By: 

Name: _____

Name: STEPHEN C. GABELMAN

Title: _____

Title: VICE PRESIDENT & GENERAL COUNSEL

Date: _____

Date: November 6, 2013