

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UCYCLYD PHARMA, INC.		03/22/2012	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Hyperion Therapeutics, Inc.		
Street Address:	2000 Sierra Point Parkway		
Internal Address:	Suite 400		
City:	Brisbane		
State/Country:	CALIFORNIA		
Postal Code:	94005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75361053	BUPHENYL	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	503.778.2031		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Renee Peck		
Address Line 1:	601 SW Second Ave		
Address Line 2:	Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	126667.6		
NAME OF SUBMITTER:	Renee B. Peck		
SIGNATURE:	/Renee B. Peck/		
DATE SIGNED:	05/27/2014		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT**, (“Assignment”) is entered into as of the Marketed Products Closing Date by and between **UCYCLYD PHARMA, INC.**, a Maryland corporation with its principal place of business at 7720 N. Dobson Road, Scottsdale, Arizona, 85256 (hereinafter referred to as “Ucyclyd”), and **HYPERION THERAPEUTICS, INC.**, a Delaware corporation, with its principal place of business at 601 Gateway Blvd., Suite 200, South San Francisco, CA 94080 (hereinafter referred to as “Hyperion”). Ucyclyd and Hyperion are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Ucyclyd and Hyperion are parties to that certain Amended and Restated Collaboration Agreement, dated March 22, 2012 (“Agreement”) which conveyed from Ucyclyd to Hyperion all rights, title and interests in and to the trademarks detailed in Exhibit A attached hereto, which Exhibit A is incorporated by reference in this Assignment (the “Marketed Products Marks”); and

WHEREAS, Ucyclyd is the sole and exclusive owner of the Marketed Products Marks which are registered, or for which application for registration has been filed, in the United States Patent and Trademark Office or similar governmental office in territories other than the United States; and

WHEREAS, Hyperion desires to purchase and acquire all of Ucyclyd’s right, title and interest throughout the world in and to the Marketed Products Marks together with the goodwill of the business symbolized by the Marketed Products Marks, which is ongoing; and

WHEREAS, Ucyclyd and Hyperion hereby execute this Assignment for the sole purpose of confirming and memorializing such assignment, and making said assignment of record in the relevant patent and trademark offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ucyclyd and Hyperion agree as follows:

1. **Interpretation.** Capitalized terms used herein shall have the meaning ascribed to each of them below or within the body of this Assignment, or if not defined herein or therein, shall have the meaning ascribed to them in the Agreement.
2. **Assignment.** Ucyclyd does hereby sell, transfer, assign, convey and deliver to Hyperion all of Ucyclyd’s right, title and interest throughout the world in and to the Marketed Products Marks together with the goodwill of the business symbolized by the Marketed Products Marks, including without limitation all of the rights in damages for past, present and future infringements of the Marketed Products Marks.
3. **Recordation.** Ucyclyd authorizes and requests the Commissioner of Patents and Trademarks of the United States or similar governmental authority or agency in territories other than the United States to record ownership of the Marketed Products Marks as the property of Hyperion.
4. **Further Action.** From time to time after the date hereof, and for no further consideration, Ucyclyd and Hyperion shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to consummate the transactions contemplated hereby.

5. **No Other Assignments.** Hyperion does hereby assume all obligations with respect to the Marketed Products Marks on and following the Marketed Products Closing Date. Except for the foregoing, the rights specifically assigned herein and those obligations assumed under the Agreement, Hyperion does not assume hereunder any other liabilities or obligations of Ucyclyd. Nothing contained herein shall be construed to limit, modify, expand or amend the rights and obligations of Ucyclyd or Hyperion under the Agreement.
6. **Representation.** Each of the Parties hereto hereby represents and warrants that it has full power and authority to enter into this Assignment.
7. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to principles of conflict of law thereof.
8. **Waivers and Amendments.** This Assignment may be amended, modified or supplemented, and any terms hereof may be waived, only by a written instrument executed by the Parties hereto.
9. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement. Execution hereof may also be made by facsimile transmission.
10. **Headings.** The headings of the sections and the subsections of this Assignment are inserted for convenience of reference only and shall not constitute a part hereof.
11. **Miscellaneous.** The Parties agree, on behalf of themselves and their successors and assigns, both before and after the Marketed Products Closing, to duly execute and deliver, or to cause to be executed and delivered, all such further documents, acts, transfers, assignments, novations, and conveyances, powers of attorney, and assurances, as the other party may reasonably request to prepare, execute and deliver such further instruments of conveyance, sale, assignment or transfer, and to take or cause to be taken such further action, as reasonably required in order to consummate the transactions contemplated herein.
12. **Entire Agreement.** Each Party acknowledges that this Assignment and the Agreement constitute the entire agreement of the parties with respect to the subject matter of this Assignment. This Amendment is intended only to affect the assignment of certain assets in accordance with the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. In the event of any conflict or ambiguity between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and be controlling.

[Signature page follows]

EXHIBIT A

Marketed Products Marks

Trademark	Country	Reg. No./ Reg. Date	Appl. No./ Date Filed	Ownership	Status
AMMONAPS	Australia	1080477 06/19/06	1080477 10/12/05	Ucyclyd Pharma, Inc.	Registered
AMMONAPS	Brazil	827901330 12/26/2007	827901330 10/26/05	Ucyclyd Pharma, Inc.	Registered
AMMONAPS	Community	1129790 04/18/00	1129790 03/25/99	Ucyclyd Pharma, Inc.	Registered
AMMONAPS	France	98 746850 01/29/99	98 746850 08/20/98	Ucyclyd Pharma, Inc.	Registered
AMMONAPS	Iceland	221/2006 03/03/06	3933/2005 12/14/05	Ucyclyd Pharma, Inc.	Registered
AMMONAPS	Mexico	914239 12/16/05	745755 10/19/05	Ucyclyd Pharma, Inc.	Registered
AMMONAPS	New Zealand	738337 05/11/06	738337 11/07/05	Ucyclyd Pharma, Inc.	Registered
AMMONAPS	Norway	233822 07/07/06	2005 14126 12/15/05	Ucyclyd Pharma, Inc.	Registered
AMMONAPS	Russia	386543 08/12/09	2008714962 05/14/08	Ucyclyd Pharma, Inc.	Registered
AMMONAPS (in Cyrillic)	Russia	387051 08/18/09	2008716932 05/29/2008	Ucyclyd Pharma, Inc.	Registered
AMMONAPS	Switzerland	540.161 11/23/05	58273/2005 10/11/05	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Argentina	2077574 04/04/06	2534240 08/10/04	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Australia	1080478 06/29/06	1080478 10/12/05	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Bolivia	100889-C 09/23/05	SM-2522-04 08/12/04	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Brazil	827011130 07/07/2009	827011130 10/20/04	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Chile	717365 02/11/05	659554 09/10/04	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Community	4707329 11/26/09	4707329 11/08/05	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Hong Kong	300233513 12/09/04	300233513 06/16/04	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Japan	4680507 06/06/03	2002-72220 08/26/02	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Malaysia	04008270 2/28/06	2004/08270 06/16/04	Ucyclyd Pharma, Inc.	Registered

Trademark	Country	Reg. No./ Reg. Date	Appl. No./ Date Filed	Ownership	Status
BUPHENYL	New Zealand	738336 05/11/06	738336 11/07/05	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Paraguay	291290 08/08/06	21408-2004 08/11/04	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Peru	105303 03/18/05	218300 08/23/04	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Puerto Rico	58,241 06/01/05	58,241 08/29/02	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Russia	392047 10/21/09	2008729931 09/17/08	Ucyclyd Pharma, Inc.	Registered
BUPHENYL (in Cyrillic)	Russia	391113 10/08/09	2008729932 09/17/08	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Singapore	T04/09535C 06/14/05	T04/09535C 06/14/04	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	South Korea	40-0701788 03/13/07	40-2004- 27093 06/15/04	Ucyclyd Pharma, Inc. (Temporarily assigned to Bristol-Meyers Squibb Company, March 1, 2006)	Registered
BUPHENYL	Switzerland	541,160 12/22/05	59129/2005 11/08/05	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Taiwan	1038700 04/01/03	91021087 05/24/02	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Thailand	Kor212471 02/10/05	556127 06/17/04	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	Uruguay	356,603 04/04/05	356,603 08/18/04	Ucyclyd Pharma, Inc.	Registered
BUPHENYL	USA	2,203,912 11/17/98	75/361,053 09/22/97	Ucyclyd Pharma, Inc.	Registered
BUPHENYL Chinese Characters	Taiwan	1087065 02/16/04	92036576 06/10/03	Ucyclyd Pharma, Inc.	Registered
BUPHENYL Japanese Characters	Japan	4838373 2/10/05	59053/2004 06/25/04	Ucyclyd Pharma, Inc.	Registered