

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM307747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Savient Pharmaceuticals, Inc.		01/09/2014	CORPORATION: DELAWARE
Savient Pharma Holdings, Inc.		01/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Crealta Pharmaceuticals LLC		
Street Address:	150 S. Saunders Rd.		
Internal Address:	Suite 130		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3920201	KRYSTEXXA	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	3124767593		
Email:	ipdocket@lplegal.com		
Correspondent Name:	Levenfeld Pearlstein LLC		
Address Line 1:	2 N LaSalle		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	39759-96597		
NAME OF SUBMITTER:	Mitchell J. Weinstein		
SIGNATURE:	/Mitchell J. Weinstein/		
DATE SIGNED:	06/16/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Trademark Assignment”) is entered into as of January 9, 2014, by and between Savient Pharmaceuticals, Inc., a Delaware corporation (the “Parent”), its wholly owned subsidiary, Savient Pharma Holdings, Inc., a Delaware corporation (together with Parent, the “Sellers”) and Crealta Pharmaceuticals LLC, a Delaware limited liability company (the “Purchaser”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Acquisition Agreement (as defined below).

RECITALS

WHEREAS, the Sellers and the Purchaser have entered into that certain Acquisition Agreement, dated as of December 10, 2013 (the “Acquisition Agreement”), pursuant to which, among other things, the Sellers have agreed to sell, assign, transfer, convey and deliver to the Purchaser all right, title and interest of the Sellers in and to the Assigned Trademarks (as defined below), and the Purchaser has agreed to purchase and accept all right, title and interest of the Sellers in and to the Assigned Trademarks from the Sellers.

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

1. Assigned Trademarks. “Assigned Trademarks” means the trademark and service mark registrations and applications listed on Schedule 1 attached hereto.

2. Assignment. Each of the Sellers does hereby sell, assign, transfer, convey and deliver to the Purchaser all right, title and interest of the Sellers in and to the Assigned Trademarks for the Purchaser’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Sellers if this Trademark Assignment and sale had not been made, together with the goodwill symbolized by the Assigned Trademarks, and all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, the right to sue and recover damages for past, present and future infringement or dilution of any of the Assigned Trademarks.

3. Recordation. Each of the Sellers hereby requests and authorizes the Commissioner of Patents and Trademarks, and any other applicable Governmental Entity, to record the Purchaser as the owner of the Assigned Trademarks, as assignee of the entire right, title and interest in and to the same. The Purchaser shall have the right to record this Trademark Assignment with all applicable Governmental Entities so as to perfect its ownership of the Assigned Trademarks.

4. Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall

constitute one and the same agreement. A faxed or electronic (i.e. PDF) signature shall be deemed original for all purposes under this Trademark Assignment.

5. Further Assurances. Each of the parties hereto agrees to execute and deliver such documents, and to take such actions, as may be reasonably requested by the other party to give effect to this Trademark Assignment and to vest, perfect, confirm, record or otherwise reflect the parties' rights as set forth herein.

6. Governing Law; Submission of Jurisdiction; Waiver of Jury Trial. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the rules of conflict of Laws of the State of Delaware or any other jurisdiction. Each of the parties hereto irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Trademark Assignment and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), and waives any objection to the laying of venue of any such litigation in the Bankruptcy Court. Each party hereto hereby consents to service of process in the manner and at the address set forth in Section 8.5 of the Acquisition Agreement. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.

SELLERS:

SAVIENT PHARMACEUTICALS, INC.

By: 

Name: Philip K. Yachmetz
Title: Co-President and
Chief Business Officer

SAVIENT PHARMA HOLDINGS, INC.

By: 

Name: Philip K. Yachmetz
Title: Senior Vice President and
General Counsel

PURCHASER:

CREALTA PHARMACEUTICALS LLC

By: _____

Name: Edward J. Fiorentino
Title: Chairman and
Chief Executive Officer

(Signature Page to Trademark Assignment)

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed and delivered as of the date first set forth above.

SELLERS:

SAVIENT PHARMACEUTICALS, INC.

By: _____

Name:

Title:

SAVIENT PHARMA HOLDINGS, INC.

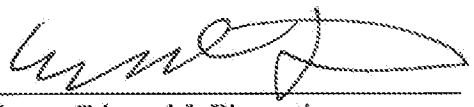
By: _____

Name:

Title:

PURCHASER:

CREALTA PHARMACEUTICALS LLC

By:  _____

Name: Edward J. Fiorentino

Title: Chairman and Chief Executive Officer

(Signature Page to Trademark Assignment)