

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PBM Pharmaceuticals, Inc.		05/15/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Concordia Pharmaceuticals Inc.		
Street Address:	5 Canewood Industrial Park		
City:	St. Michael		
State/Country:	BARBADOS		
Postal Code:	BB11005		
Entity Type:	international business company: BARBADOS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	71377644	DONNATAL	
Serial Number:	72167940	DONNATAL EXTENTABS	
Serial Number:	71656111	DONNATAL PLUS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6864		
Email:	mlsna.matt@dorsey.com		
Correspondent Name:	Matthew C. Mlsna		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	M245622		
NAME OF SUBMITTER:	Matthew C. Mlsna		
SIGNATURE:	/Matthew C. Mlsna/		
DATE SIGNED:	07/11/2014		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of May 15, 2014, is entered into between **PBM PHARMACEUTICALS, INC.**, a Delaware corporation ("Assignor"), and **CONCORDIA PHARMACEUTICALS INC.**, an international business company incorporated under the laws of Barbados ("Assignee"). Assignor and Assignee are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties." Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement (the "Purchase Agreement"), dated as of March 19, 2014, pursuant to which Assignor agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title, and interest in, to and under the Product Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Product Marks Assignment. Assignor hereby sells, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under the Product Marks, and any applications and registrations therefor, including the applications and registrations identified on the attached Schedule 1, together with that part of the goodwill of the business associated with the use of and symbolized by the Product Marks, and all causes of action and rights of recovery for past, present, or future infringement of the Product Marks, to be held and enjoyed by Assignee as fully and entirely as if said interest could have been held and enjoyed by Assignor if this sale, conveyance, transfer and assignment had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Product Marks to Assignee as assignee of the entire right, title and interest therein, in accordance with this instrument of assignment.

2. Product Intellectual Property Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under all Product Intellectual Property (exclusive of the Product Marks, which are governed by Section 1 above) including the Product Domain Names set forth on the attached Schedule 2, and all causes of action and rights of recovery for past, present, or future infringement of the Product Intellectual Property, to be held and enjoyed by Assignee as fully and entirely as if said interest could have been held and enjoyed by Assignor if this sale, conveyance, transfer and assignment had not been made.

3. Domain Name Transfer Procedure. The Parties acknowledge that in order to effect the assignment and transfer of the registrations of the Product Domain Names listed on the attached Schedule 2, the Parties must follow certain procedures stipulated by the relevant domain name registrar (the "Transfer Procedures"). If any further documents or agreements are required to be executed by the Parties to carry out such Transfer Procedures, such documents or

agreements shall form a part of this Agreement. The Parties agree to cooperate fully with each other and promptly to take all necessary actions in order to comply with the Transfer Procedures so as to effect the transactions contemplated in this Agreement, including as necessary Assignor directing the domain name registrar to release and unlock the Product Domain Names and, upon notice from the registrar that such Product Domain Names have been unlocked, timely requesting that the Product Domain Names be transferred to Assignee.

4. Further Assurances. Each of Assignor and Assignee shall, and shall cause their respective Affiliates to, at the reasonable request of the other Party, execute and deliver to such other Party all such further instruments, assignments, assurances and other documents as such other Party may reasonably request in connection with the carrying out of this Agreement, and Assignor agrees, at Assignee's expense, to do all other acts which may be necessary or appropriate, in the reasonable opinion of Assignee's counsel, to perfect or record the right or title of Assignee to the Product Intellectual Property transferred hereby.

5. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective Affiliates, and no provision of this Agreement shall be deemed to confer upon any Third Parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

6. Governing Law. This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal Laws of the State of Delaware applicable to agreements made and fully performed within the State of Delaware. Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery in the City of Wilmington, New Castle County, Delaware except where such court lacks subject matter jurisdiction, in which case, to the exclusive jurisdiction of the federal district court sitting in Wilmington, Delaware or, if such federal district court lacks subject matter jurisdiction, then in the Superior Court in the City of Wilmington, New Castle County, Delaware, in each case, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto. Each of the Parties hereby irrevocably and unconditionally (a) agrees not to commence any such Action except in such courts, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such Action in any such court and (c) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in any such court. Each of the Parties agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 11.3 of the Purchase Agreement. Nothing in this Agreement will affect the right of any Party to this Agreement to serve process in any other manner permitted by Law.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns as permitted by Section 11.1 of the Purchase Agreement.

8. Conflicts with Purchase Agreement. Notwithstanding anything contained herein to the contrary, in the event of any inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.


9. Amendment. Any amendment, modification or supplement of or to any provision of this Agreement, including the Schedules hereto, shall be effective only in a writing signed by a duly authorized officer of each of the Parties.

10. Signatures; Counterparts. This Agreement may be executed manually, by facsimile or by portable document format (.pdf) by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Party.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the day and year first above written.

PBM PHARMACEUTICALS, INC.
(Assignor)

By: 
Name: Paul B. Manning
Title: CEO

CONCORDIA PHARMACEUTICALS INC.
(Assignee)

By: _____
Name:
Title:

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005320 FRAME: 0831

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the day and year first above written.

PBM PHARMACEUTICALS, INC.
(Assignor)

By: _____
Name:
Title:

CONCORDIA PHARMACEUTICALS INC.
(Assignee)

By: *John A. P. McClellan*
Name: *John A. P. McClellan*
Title: *Managing Director and C.F.O.*

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005320 FRAME: 0832

Schedule 1

Product Marks

Mark Name	Status	Ser. No	Appl. Date	Reg. No	Reg. Date
DONNATAL	Registered	71377644	April 25, 1936	0338733	September 15, 1936
DONNATOL EXTENTABS	Cancelled	72167940	May 1, 1963	0768358	April 21, 1964
DONNATAL PLUS (Stylized) DONNATAL PLUS	Expired	71656111	November 9, 1953	0592680	July 20, 1954

[Schedule 1 to Intellectual Property Assignment Agreement]

Schedule 2

Domain Names

www.donnatal.com
www.myibs.com

[Schedule 2 to Intellectual Property Assignment Agreement]