

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glaxo Group Limited		11/08/2012	CORPORATION: ENGLAND
RECEIVING PARTY DATA			
Name:	XenoPort, Inc.		
Street Address:	3410 Central Expressway		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95051		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4071035	HORIZANT	
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:	2062237749		
Email:	trademarks@lanepowell.com, jaglaf@lanepowell.com		
Correspondent Name:	Frances M. Jagla		
Address Line 1:	601 S.W. Second Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	126638.16		
NAME OF SUBMITTER:	Frances M. Jagla		
SIGNATURE:	/Frances M Jagla/		
DATE SIGNED:	07/16/2014		
Total Attachments: 5			
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Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into as of November 8, 2012 ("Effective Date") between XenoPort, Inc., a Delaware corporation having its principal place of business at 3410 Central Expressway, Santa Clara, CA 95051 ("Assignee" or "XenoPort"), and Glaxo Group Limited, a company existing under the laws of England and Wales, having its registered office at Glaxo Wellcome House, Berkeley Avenue, Greenford, Middlesex, UB6 0NN, England ("Assignor" or "GSK").

BACKGROUND

A. Assignor and Assignee are parties to that certain Termination and Transition Agreement ("Termination Agreement"), dated as of November 8, 2012 ("Termination Effective Date"), pursuant to which Assignor and Assignee have agreed to settle the Litigation and terminate the Restated Agreement, as set forth in, and subject to the terms and conditions of, the Termination Agreement and the Stock Purchase Agreement between XenoPort and GSK, dated as of the Termination Effective Date (the "SPA"), to provide for, among other matters, the reversion to XenoPort of all rights with respect to the Product, and for GSK to purchase certain shares of Common Stock of XenoPort pursuant to the SPA. Capitalized terms used herein and not otherwise defined herein shall have the meanings respectively ascribed to such capitalized terms in the Termination Agreement; and

B. Pursuant to Section 3.4(a) of the Termination Agreement, Assignor and Assignee have agreed that Assignor shall assign to Assignee and Assignee shall acquire all right, title and interest in and to the Transferred GSK Trademarks set forth on Schedule I attached hereto.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby perpetually, irrevocably and unconditionally assigns, transfers, conveys and sets over to Assignee and its successors, assigns and other legal representatives all of Assignor's rights, titles and interests in and to the Transferred GSK Trademarks and the goodwill associated therewith, including the rights to apply for and maintain any applications, registrations or renewals therefor, together with any registrations and applications for registration thereof, and intellectual property rights residing in the foregoing, including copyrights and design rights (collectively, the "Transferred Trademarks"), 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 this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without

limitation, all claims for damages by reason of past, present or future infringement, dilution or other violation of the Transferred Trademarks by third parties, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor hereby waives and agrees not to enforce any rights of attribution and integrity and other moral rights Assignor may have in the Transferred Trademarks.

2. Terms of the Termination Agreement. Nothing herein will, or will be deemed to, modify or otherwise affect any provisions of the Termination Agreement or affect or modify any of the rights or obligations of the parties under the Termination Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Transferred Trademarks. In the event of any conflict or inconsistency between the terms of the Termination Agreement and the terms hereof, the terms of the Termination Agreement shall govern.

3. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to effect the assignments contemplated by this Trademark Assignment.

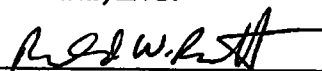
4. Authorization. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record Assignee as the assignee and owner of the Transferred Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Miscellaneous. This Trademark Assignment and all questions regarding its validity or interpretation, or the breach or performance of this Trademark Assignment, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without reference to conflict of law principles. No amendment or modification of any provision of this Trademark Assignment shall be effective unless in writing signed by a duly authorized representative of each party hereto. This Trademark Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank; signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment
as of the date first set forth above.

XENOPORT, INC.

BY: 

NAME: Ronald Barrett, PhD

TITLE: Chief Executive Officer

GLAXO GROUP LIMITED

BY: _____

NAME: _____

TITLE: _____

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first set forth above.

XENOPORT, INC.

BY: _____

NAME: Ronald Barrett, PhD

TITLE: Chief Executive Officer

GLAXO GROUP LIMITED

BY: _____

NAME:  _____
Paul Williamson

TITLE: Authorized signatory
For and on behalf of
Eugene Pharmaceutical Industries Limited
Corporate Director

SCHEDULE 1

TRADE MARKS

HORIZANT

Trade Mark	Country	Current Owner	Appn No.	App. Date	Regn No.	Reg. Date	Allowance Date	Comm. Use Date	G&S Description
HORIZANT	USA	Glaxo Group Limited	77782887	16/Jul/2009	4071035	13/Dec/2011	30/Mar/2010	06/Jun/2011	Pharmaceutical preparations and substances for the treatment of neurological diseases and disorders
HORIZANT	Japan	Glaxo Group Limited	200677148	18 Aug /2006	5026809	16/Feb/2007	n/a	n/a	Pharmaceutical and medicinal preparations and substances; vaccines

The SOLZIRA trademark including any common law rights therein, but no pending applications for registrations or registrations therefor, for use with pharmaceutical products and services relating thereto.