

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314640

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		08/20/2014	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Worrigan Limited		
Street Address:	3 Burlington Road		
City:	Dublin 4		
State/Country:	IRELAND		
Entity Type:	private limited liability company: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3493620	TREXIMET	
Registration Number:	3583386	TREXIMET	
CORRESPONDENCE DATA			
Fax Number:	7038367419		
<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>			
Email:	Holly.Ford@bipc.com		
Correspondent Name:	Holly M. Ford		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
ATTORNEY DOCKET NUMBER:	0084250-000002		
DOMESTIC REPRESENTATIVE			
Name:	Holly M. Ford		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
NAME OF SUBMITTER:	Holly M. Ford		
SIGNATURE:	/Holly M. Ford/		
DATE SIGNED:	08/20/2014		
Total Attachments: 6			
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TRADEMARK

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ASSIGNMENT OF TRADEMARKS AND PRODUCT DOMAIN NAMES

THIS ASSIGNMENT OF TRADEMARKS AND PRODUCT DOMAIN NAMES (“Assignment”) is entered into as of August 20, 2014, by and between GlaxoSmithKline Intellectual Property Holdings Limited, a private company limited by shares, with an address at 980 Great West Road, Brentford, Middlesex TW8 9GS, England (“GlaxoSmithKline”), Glaxo Group Ltd, a private company limited by shares, with an address at 980 Great West Road, Brentford, Middlesex TW8 9GS, England (“Glaxo” and collectively with GlaxoSmithKline, the “Assignor”) and Worrigan Limited, a private limited liability company formed under the laws of the Republic of Ireland, with an address at 3 Burlington Road, Dublin 4, Ireland (“Assignee”). Assignor and Assignee are sometimes referred to herein, individually, as a “Party” and, collectively, as the “Parties.” All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Asset Purchase and Sale Agreement (as defined below).

RECITALS

WHEREAS, Glaxo Group Limited, GlaxoSmithKline Intellectual Property Management Limited, GlaxoSmithKline LLC, Assignor and Pernix Holdings Therapeutics Holdings, Inc., a Maryland corporation (“Pernix”) have entered into that certain Asset Purchase and Sale Agreement dated as of May 13, 2014 (as amended, the “Asset Purchase and Sale Agreement”), pursuant to which Assignee is acquiring certain assets of Assignor; and

WHEREAS, Assignor is the owner of the entire right, title, and interest in the registered trademarks listed in Exhibit A annexed hereto and made a part hereof, which is or will be used on or in connection with the Product in the Territory (the “Purchased Trademarks”), together with all goodwill represented and symbolized by the Purchased Trademarks (the “Assigned Goodwill”);and

WHEREAS, Assignor is the owner of the entire right, title, and interest in the registered domain name listed in Exhibit B annexed hereto and made a part hereof, which is or will be used on or in connection with the Product in the Territory (the “Purchased Domain Name”); and

WHEREAS, pursuant to the Asset Purchase and Sale Agreement, Assignor (or its Affiliate) is required to assign to Pernix all of Assignor’s right, title and interest in and to the Purchased Trademarks and Purchased Domain Name, together with the Assigned Goodwill, pursuant to and subject to the terms and conditions of the Asset Purchase and Sale Agreement; and

WHEREAS, Pernix has assigned all of its rights under the Asset Purchase and Sale Agreement to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, delivers, and conveys to Assignee (and its successors and assigns), all of Assignor's right, title and interest in and to the Purchased Trademarks, the Purchased Domain Name and the Assigned Goodwill, including any unregistered rights in any of the Purchased Trademarks and the right to institute and prosecute all suits and proceedings, take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, title or interest of any kind under any and all of the Purchased Trademarks, including, without limitation, the right to sue for all past, present and future infringements or other violations of any rights relating thereto, to settle, defend, compromise and retain proceeds from any actions, suits or proceedings relating to the transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

2. Assignor further authorizes Assignee to record the Purchased Trademarks as the property of Assignee and authorizes and requests any official of the United States of America whose duty it is to record assignments of Trademarks to record the assignment of the Purchased Trademarks. Without limiting the above, Assignor, in the presence of a notary public, shall complete and execute any document as may be required in order to effectuate the transfer contemplated herein.

3. Assignor will cooperate with Assignee in executing and/or filing documents with the United States Patent & Trademark Office (the "USPTO") to record this Assignment with the USPTO, and to designate Assignee as the owner of the Purchased Trademarks. Assignor will also cooperate with Assignee in executing and/or filing documents with the registrar for the Purchased Domain Name to reflect the Assignee's ownership of the Purchased Domain Name.

4. Assignee shall take all actions (other than the execution of documents by Assignor) and shall bear all fees, costs and expenses incurred in connection with the preparation, recordation and filing of any documents, or the performance of any actions, required to be prepared, recorded or filed, or performed, to effectuate the sale, assignment, transfer, conveyance and delivery of the Purchased Trademarks, Purchased Domain Name, and the Assigned Goodwill to Assignee (and its successors and assigns).

5. All of the terms and provisions of this Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

6. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Purchased Trademarks, Purchased Domain Name, and Assigned Goodwill from Assignor to Assignee as provided in the Asset Purchase and Sale Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Asset Purchase and Sale Agreement as they relate to the Purchased Trademarks, Purchased Domain Name and Assigned Goodwill, including any of the representations, warranties, covenants or indemnities set forth in the Asset Purchase and Sale Agreement. In the event of any conflict between this Assignment and the Asset Purchase and Sale Agreement, the Asset Purchase and Sale Agreement controls.

7. This Assignment shall be governed, interpreted and construed by, and all claims and disputes, whether in tort, contract or otherwise be resolved in accordance with the substantive laws of the State of New York without reference to any rules of conflict of laws.

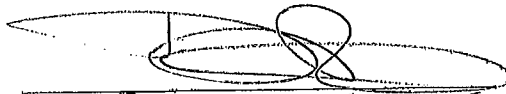
8. Nothing in this Assignment, express or implied, is intended to confer upon any Third Party (other than a permitted successor or assign of a Party hereto) any rights, remedies, obligations or liabilities.

9. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Assignment by facsimile transmission shall be as effective as delivery of a manually executed signature page.

IN WITNESS WHEREOF, the undersigned have executed this ASSIGNMENT OF TRADEMARKS AND PRODUCT DOMAIN NAMES as of the date first written above.

WORRIGAN LIMITED

By:



Name: DOUGLAS DRISDALE
Title: CEO

GLAXOSMITHKLINE INTELLECTUAL PROPERTY HOLDINGS LIMITED

By:

Name:
Title:

GLAXO GROUP LTD.

By:

Name:
Title:

[Signature Page - Assignment of Trademarks and Product Domain Names]

IN WITNESS WHEREOF, the undersigned have executed this ASSIGNMENT OF TRADEMARKS AND PRODUCT DOMAIN NAMES as of the date first written above.

WORRIGAN LIMITED

By: _____
Name:
Title:

GLAXOSMITHKLINE INTELLECTUAL PROPERTY HOLDINGS LIMITED

By: _____
Name: Paul Williamson
Title: Authorised Signatory
For and on behalf of
Edinburgh Pharmaceutical Industries Limited
Corporate Director

GLAXO GROUP LTD.

By: _____
Name: Paul Williamson
Title: Authorised Signatory
For and on behalf of
Edinburgh Pharmaceutical Industries Limited
Corporate Director

[Signature Page - Assignment of Trademarks and Product Domain Names]

EXHIBIT A

PURCHASED TRADEMARKS

Trademark/	Owner	Class	Registration Number	Registration Date	Status
TREXIMET	Glaxo Group Ltd	5	3493620	August 26, 2008	Registered
TREXIMET (stylized) Treximet	Glaxo Group Ltd	5	3583386	August 26, 2008	Registered

EXHIBIT B

PURCHASED DOMAIN NAME

/ Domain Name	Owner	C	Registration Number	Registration Date	Status
TREXIMET.COM	GlaxoSmithKline	N/A	N/A	July 18, 2007	Expires July 18, 2015