

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upsher-Smith Laboratories, Inc.		12/10/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	CMP Pharma, Inc.		
Street Address:	P.O. Box 147, 8026 US Hwy. 264 Alternate		
City:	Farmville		
State/Country:	NORTH CAROLINA		
Postal Code:	27828		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4046667	TRIANEX	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	39597-0013		
NAME OF SUBMITTER:	Chris L. Bollinger		
SIGNATURE:	/Chris L. Bollinger/		
DATE SIGNED:	12/10/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of December 10, 2014, is made effective between CMP Pharma, Inc., a North Carolina corporation ("Assignee"), and Upsher-Smith Laboratories, Inc., a Minnesota corporation ("Assignor").

WHEREAS, Assignor is the owner of the Trademark listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Trademark");

AND WHEREAS, the Assignor has agreed to assign and does hereby assign to Assignee, all right, title, and interest, in and to, the Trademark, including all goodwill associated with the Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademark, including all goodwill associated with the Trademark, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this Assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees. Notwithstanding the foregoing, Assignee will pay all applicable recording and registration fees related to this Assignment.

4. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

5. This Assignment and all the terms hereof shall inure to the benefit of Assignee, and be binding upon Assignor, and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Assignor caused its duly authorized representative to execute this Assignment effective as of the day and year first written above.

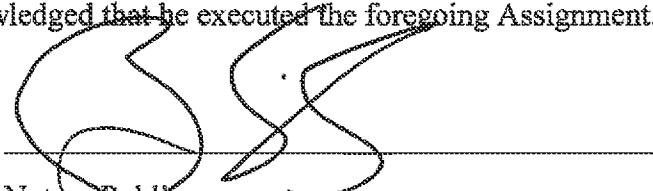
UPSHER-SMITH LABORATORIES, INC.

By: Stephen Robinson

Name: Stephen Robinson

Title: Chief Financial Officer

On this 10th day of December, 2014, personally appeared Stephen Robinson, to me known and known to be the Chief Financial Officer of Upsher-Smith Laboratories, Inc., and acknowledged that he executed the foregoing Assignment.


Notary Public

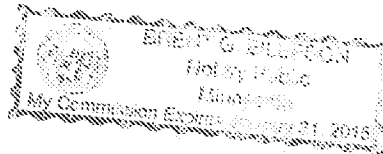


EXHIBIT A

United States Trademark Registration:

Jurisdiction	Mark	Status	Ser. No.	App. Date	Reg. No.	Reg. Date	Class No.
United States	TRIANEX	Registered	85128361	9/13/2010	4,046,667	10/25/2011	005