

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM329088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Canyon Pharmaceuticals, Inc.		01/12/2015	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marathon Pharmaceuticals, LLC		
<b>Street Address:</b>	1033 Skokie Boulevard		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Northbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3058110	IPRIVASK	
<b>Registration Number:</b>	3524977	REVASC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022987570		
<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>			
<b>Phone:</b>	202-625-3538		
<b>Email:</b>	allen.rose@kattenlaw.com		
<b>Correspondent Name:</b>	Katten Muchin Rosenmann LLP / Allen Rose		
<b>Address Line 1:</b>	2900 K Street NW		
<b>Address Line 2:</b>	North Tower, Suite 200		
<b>Address Line 4:</b>	Washington, D.C. 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	345500-00008		
<b>NAME OF SUBMITTER:</b>	Allen Rose		
<b>SIGNATURE:</b>	/allen rose/		
<b>DATE SIGNED:</b>	01/15/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made and effective as of November 20, 2013 Canyon Pharmaceuticals, Inc., a corporation organized under the laws of the State of Maryland (USA), whose head office is located at 956 Bendix Road, Suite 301, Columbia, Maryland 21045 (USA) (the "Assignor") in favor of Marathon Pharmaceuticals, LLC, a limited liability company organized under the laws of the State of Delaware, whose head office is located at 1033 Skokie Boulevard, Suite 600, Northbrook, Illinois 60062 (USA) (the "Assignee").

**WHEREAS**, Canyon Pharmaceuticals Group AG, a corporation organized under the laws of Switzerland, whose head office is located at Grafenauweg 6, 6300 Zug, Switzerland ("Canyon Group AG"), the Assignor and Canyon Pharmaceuticals AG, a corporation organized under the laws of Switzerland, whose head office is located at CH-4051 Basel, Switzerland ("Canyon AG" and, together with Canyon Group AG and the Assignor, "Canyon") and the Assignee have entered into certain that Asset Purchase Agreement, dated as of November 20, 2013 (the "Asset Purchase Agreement"), pursuant to which Canyon is selling, transferring, conveying and assigning the Assets (as defined in the Asset Purchase Agreement) to the Assignee;

**WHEREAS**, the Assignor is the owner of the trademarks set forth on Schedule 1 attached hereto which are included in the Assets (collectively, the "Canyon Trademarks" and each individually a "Canyon Trademarks");

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, transfer, assign and convey all of their right, title and interest in, to and under the Canyon Trademarks to the Assignee; and

**WHEREAS**, the Assignee desires to obtain ownership of the Canyon Trademarks pursuant to the terms and conditions of the Asset Purchase Agreement.

**NOW, THEREFORE**, in exchange for the sum of Ten U.S. Dollars (US\$10.00), the mutual promises set forth in this Agreement and other good and valuable consideration received or still payable under the terms and conditions of the Asset Purchase Agreement (as applicable), the sufficiency of which are hereby acknowledged, the Assignor does hereby sell, convey, assign and transfer to Assignee all of the Assignor's right, title and interest in and to (i) the Canyon Trademarks, together with the goodwill symbolized thereby, and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of the Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof and (c) grant licenses or other interests therein.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, we have hereunto set our hand(s):

Executed this 12 day of January, 2015

At: \_\_\_\_\_

CANYON PHARMACEUTICALS, INC.

By: *D. Spornizer*  
Name: *Dr. Ernst Schweizer*  
Its: *Vice-Chairman*

State of \_\_\_\_\_

County \_\_\_\_\_

Before me personally appeared said  
\_\_\_\_\_ and  
acknowledged the foregoing instrument  
to be his/her free act and deed this  
\_\_\_\_\_ day of January, 2015

\_\_\_\_\_  
Notary Public

SCHEDULE 1

<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
• Iprivask	• 3058110	• 09/26/2001	• 02/07/2006
• Revasc	• 3524977	• 5/7/2007	• 10/28/2008

**Legalization**

The undersigned Notary Public of the Canton of Basel-City (Switzerland) Dr. Balthasar Bessenich herewith legalises the signature of Mr. **Dr. Ernst Hagen Schweizer**, born October 26, 1934, german citizen, domiciled in Arlesheim, Canton of Basel-Country (Switzerland), the signer and his signature personally known to me, the Notary.

Basel, 13 January 2015.

BR 2015/18



**Dr. B. Bessenich**  
Notar