

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340557

<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>
Zogenix, Inc.		04/24/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ferrimill Limited		
<b>Street Address:</b>	3 Burlington Road		
<b>City:</b>	Dublin 4		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	CORPORATION: IRELAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4538117	ZOHYDRO	
<b>Registration Number:</b>	4534120	ZOHYDRO ER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5045814440		
<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>	504-581-4445		
<b>Email:</b>	agvicknair@shieldsmottlund.com		
<b>Correspondent Name:</b>	Andrew G. Vicknair		
<b>Address Line 1:</b>	650 Poydras Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	New Orleans, LOUISIANA 70130		
<b>ATTORNEY DOCKET NUMBER:</b>	99100-01		
<b>NAME OF SUBMITTER:</b>	Andrew G. Vicknair		
<b>SIGNATURE:</b>	/Andrew G. Vicknair/		
<b>DATE SIGNED:</b>	05/07/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (“**Trademark Assignment Agreement**”) dated as of April 24, 2015 is by and between Zogenix, Inc., a Delaware corporation, with a principal place of business located at 12400 High Bluff Drive, Suite 650, San Diego, California 92130 (the “**Assignor**”), and Ferrimill Limited, an Irish corporation, having a principal place of business located at 10 North Park Place, Suite 201, Morristown, NJ 07960 (the “**Assignee**”).

**WHEREAS**, Assignor and Pernix Ireland Limited, an Affiliate of Assignee (“**Pernix Ireland**”) and a wholly-owned subsidiary of Pernix Therapeutics Holdings, Inc. (“**Pernix Therapeutics**”) entered into that certain Asset Purchase Agreement, dated as of March 10, 2015, as amended April 23, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Pernix Ireland all its right, title and interest in and to the Seller Trademarks, including the Trademarks listed on the attached Schedule A (collectively, the “**Assigned Trademarks**”);

**WHEREAS**, as amended, the Asset Purchase Agreement, granted Pernix Ireland the right, but not the obligation, to appoint another wholly-owned subsidiary of Pernix Therapeutics (a “**Substitute Purchaser**”) to assume its rights and obligations under the Asset Purchase Agreement and the Ancillary Agreements to which Pernix Ireland would otherwise be a party to in the absence of the appointment of a Substitute Purchaser including, but not limited to, this Trademark Assignment Agreement;

**WHEREAS**, Pernix Ireland has exercised such right and appointed Assignee as the Substitute Purchaser;

**WHEREAS**, the Parties wish to execute and deliver this Trademark Assignment Agreement for the purpose of assigning the Assigned Trademarks from Assignor to Assignee; and

**WHEREAS**, unless otherwise defined herein, capitalized terms shall have the respective meanings assigned to them in the Asset Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Rights. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee, its successors, assigns and legal representatives, the intent hereof being to substitute Assignee in the place of Assignor:

- a. all its right, title and interest to the Assigned Trademarks, including all common law and other rights therein and thereto in the United States and any state thereof and in foreign countries, including the right to sue and collect damages and/or profits for past infringements, therewith;
- b. all goodwill of the business symbolized by and associated; and
- c. all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

2. Recordation. Assignor hereby authorizes the U.S. Patent and Trademark Office, and, as appropriate, the corresponding officials in the several states, to record Assignee as the owner of the Assigned Trademarks assigned by Assignor to Assignee pursuant to Paragraph 1 and issue in accordance with this Trademark Assignment Agreement all registrations of such Assigned Trademarks and all applications for any of the same, which are assigned to Assignee by this Trademark Assignment Agreement or which relate to the subject matter so assigned.
3. Further Assurances. Assignor shall, at any time or from time to time after the Closing, at the request and expense of the Assignee, execute and deliver to the other all such instruments and documents or further assurances as the Assignee may reasonably request in order to vest in Assignee all of the rights, title and interests of Assignor in and to the Assigned Trademarks as contemplated hereby.
4. Parties in Interest. This Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.
5. Inconsistent Terms. In the event that any provision of this Trademark Assignment Agreement is constructed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.
6. Governing Law. THIS TRADEMARK ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF DELAWARE, AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE, REMEDIES AND STATUTE OF LIMITATIONS.
7. Counterparts. This Trademark Assignment Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be duly executed and delivered as of the day and year first above written.

**ASSIGNOR:**

**ZOGENIX, INC.**

By: Ann D. Rhoads

Name: Ann D. Rhoads

Title: Chief Financial Officer

**ASSIGNEE:**

**FERRIMILL LIMITED**

By: \_\_\_\_\_

Name:

Title:

*[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]*

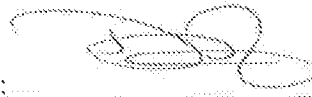
**TRADEMARK**  
**REEL: 005511 FRAME: 0558**

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:  
ZOGENIX, INC.

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:  
FERRIMILL LIMITED

By:   
Name: DOUGLAS DRYSDALE  
Title: DIRECTOR

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK  
REEL: 005511 FRAME: 0559

**SCHEDULE A**  
**ASSIGNED TRADEMARKS**

1. A registered trademark for “Zohydro” in the United States, registration number 4538117, dated May 27, 2014 and valid until May 27, 2020 for Pharmaceutical preparations and products for the treatment of pain.
2. A registered trademark for “Zohydro ER” in the United States, registration number 4534120, dated May 20, 2014 and valid until May 20, 2020 for Pharmaceutical preparations and products for the treatment of pain.
3. A pending trademark for “Zohydro” in Canada, application number 1660668, dated January 22, 2014 for Pharmaceutical preparations and products for the treatment of pain.
4. A pending trademark for “Zohydro ER” in Canada, application number 1660669, dated January 22, 2014 for Pharmaceutical preparations and products for the treatment of pain.