

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344605

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Johnson & Johnson		04/02/2015	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Depomed, Inc.		
<b>Street Address:</b>	7999 Gateway Blvd., Suite 300		
<b>City:</b>	Newark		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94560		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3732548	NUCYNTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125562222		
<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>	(212) 556-2128		
<b>Email:</b>	nytrademarks@kslaw.com		
<b>Correspondent Name:</b>	Maren C. Perry/King & Spalding LLP		
<b>Address Line 1:</b>	1185 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	66631.104055		
<b>NAME OF SUBMITTER:</b>	Maren C. Perry		
<b>SIGNATURE:</b>	/mcp/		
<b>DATE SIGNED:</b>	06/15/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated as of April 2, 2015 ("Effective Date"), and is made from Johnson & Johnson, a New Jersey corporation ("Assignor"), to Depomed, Inc., a California corporation ("Assignee").

**WHEREAS**, Assignor is the owner of that certain trademark registration set forth in the attached Schedule A (the "Trademarks"); and

**WHEREAS**, pursuant to the Asset Purchase Agreement dated January 15, 2015, between Janssen Pharmaceuticals, Inc. ("Seller") and Assignee (the "Purchase Agreement"), Assignee has agreed to acquire, and Seller has agreed to transfer to Assignee, all of Seller's and Divesting Entities' (as defined in the Purchase Agreement), rights, title and interests in, to and under the Trademarks.

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

1. Assignment of Rights. Effective upon the Effective Date, Assignor, a Divesting Entity, hereby assigns, transfers, conveys and delivers to Assignee all of its rights, title and interests in, to and under (a) the Trademarks, (b) the goodwill (if any) of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks and (d) any and all rights, privileges and proceeds under the Trademarks, including, without limitation, any claim by Assignor against third parties for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Trademarks. Assignee acknowledges and agrees that any and all such rights, title and interests in, to and under the Trademarks that Assignee is acquiring hereunder do not extend outside of the United States of America.

2. Recordation. Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Trademarks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities. Assignor agrees that Assignee shall have the rights to register and record its rights in the Trademarks, in its name, in the United States Patent and Trademark Office.

3. Attorney. Assignor hereby appoints Assignee as Assignor's true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Assignor's name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first creation of any of the Trademarks to the date of this Assignment.

4. No Alteration. Each of Assignor and Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the

Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

5. Further Assurances. Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments that may be or become necessary to effect or formalize the transfer of the Trademarks.

6. General. This Assignment is subject to all the terms and conditions of the Purchase Agreement. This Assignment is intended for recordation purposes only, and to the extent this Assignment and the Purchase Agreement conflict in any way, the terms of the Purchase Agreement will control. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns, but will not run to the benefit of or be enforceable by any other person.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart. This Assignment, following its execution, may be delivered via telecopier machine or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law, principles or rules of such state, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

*[Remainder of the page intentionally left blank; signature pages follow.]*

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

JOHNSON & JOHNSON

By: Cheryl Foytlin  
Name: Cheryl Foytlin  
Title: Assistant Secretary

*[Signature Page to Trademark Assignment Agreement]*

TRADEMARK  
REEL: 005552 FRAME: 0596

DEPOMED, INC.



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

Name: James A. Schoeneck

Title: President and Chief Executive Officer

A handwritten signature in black ink, appearing to read "JAS", written over a horizontal line.

Schedule A

Assigned Trademark Registrations and Applications

Trademark	Country	Filing Type	Classes	Current Status	Filing Number	Filing Date	Registration Number	Registration Date	Legal Owner	Next Renewal Due Date
NUCYNTA	U.S.	National	05	Registered	No. 77/620713	November 24, 2008	No. 3732548	December 29, 2009	Johnson & Johnson	December 29, 2015