

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM348610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knight Therapeutics Inc.		06/25/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Neuragen Corp.		
Street Address:	865 Spring Street		
City:	Westbrook		
State/Country:	MAINE		
Postal Code:	04092		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77124982	NEURAGEN PN	
Serial Number:	77821356	NEURAGEN	
Serial Number:	78311552	NEURAGEL	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<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:	9197814000		
Email:	ip@wyrick.com		
Correspondent Name:	Devon E. White		
Address Line 1:	4101 Lake Boone Trail		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	26480.010		
NAME OF SUBMITTER:	Devon E. White		
SIGNATURE:	/DEW/		
DATE SIGNED:	07/20/2015		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), is entered into effective as of June 26, 2015 (the "**Effective Date**"), by and between Knight Therapeutics Inc., a corporation formed under the laws of Canada ("**Assignor**") and Neuragen Corp., a Delaware corporation ("**Assignee**").

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement by and between Assignor and Assignee dated as of the Effective Date (the "**Purchase Agreement**"), Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in an to the Purchased Assets (as defined in the Purchase Agreement), including specifically but without limitation the Purchased Assets set forth on Schedule A attached hereto.

NOW THEREFORE, for and in consideration of the premises and promises herein expressed, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Subject and pursuant to the terms and conditions of the Purchase Agreement (which is hereby incorporated by reference as if fully set forth herein), Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest, if any, in and to the Purchased Assets set forth on Schedule A hereto, and Assignee accepts such assignment.
2. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflicts of laws principles. Finally, this IP Assignment shall not be modified, amended or changed in any respect except in writing duly signed by Assignor and Assignee.
3. Assignor authorizes the appropriate governmental officials to record and register this IP Assignment upon request by Assignee. Assignor, at Assignee's expense, shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Purchased Assets are properly assigned to Assignee, or any assignee or successor thereto.
4. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[The next page is the signature page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment Agreement effective as of June 26, 2015.

ASSIGNOR:

KNIGHT THERAPEUTICS INC.

By: Jeffrey Kadoff
Name: Jeffrey Kadoff
Title: CEO

ASSIGNEE:

NEURAGEN CORP.

By: _____
Name: Jack Ross
Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005580 FRAME: 0532

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment Agreement effective as of June 26, 2015.

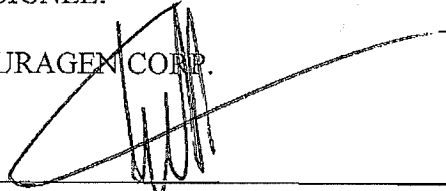
ASSIGNOR:

KNIGHT THERAPEUTICS INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

NEURAGEN CORP.

By:  _____
Name: Jack Ross
Title: President and Chief Executive Officer

SCHEDULE A

PURCHASED ASSETS

Patents:

Homeopathic Composition and Method for Treatment of Neuropathic Pain and Composition for the Treatment of Neuropathic Pain

PUS20165	United States	13/130,024	November 18, 2009
PUS20692	United States	13/576,922	February 1, 2011

Trademarks:

Neuragen PN US Serial Number: 77/124,982

Neuragen US Serial Number: 77/821,356

Neuragel US Serial Number: 78/311,552

Copyright Registration:

Ramp Box Regn Number: VA0001740320

Domain Names:

neuragen.com