

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mpex Pharmaceuticals, Inc.		08/19/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Tripex Pharmaceuticals, LLC		
Street Address:	P.O. Box 230486		
City:	Encinitas		
State/Country:	CALIFORNIA		
Postal Code:	92023		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77638336	AEROQUIN	
Serial Number:	86252856	QUINSAIR	
Serial Number:	86052400	QUINSAIR	
Serial Number:	86052408	ZYLUSO	
CORRESPONDENCE DATA			
Fax Number:	2024347400		
<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:	2025853510		
Email:	snweller@mintz.com, jddib@mintz.com		
Correspondent Name:	Susan Neuberger Weller		
Address Line 1:	701 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 900		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	49048-400		
NAME OF SUBMITTER:	Susan Neuberger Weller		
SIGNATURE:	/Susan Neuberger Weller/		
DATE SIGNED:	11/13/2015		
Total Attachments: 5			

CH \$115.00 77638336

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source=Trademark Assignment Mpex to Tripex#page3.tif
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source=Trademark Assignment Mpex to Tripex#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made this 19th day of August, 2015 by and between Mpex Pharmaceuticals, Inc., a Delaware corporation ("Assignor") and Tripex Pharmaceuticals, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner is the owner of all right, title and interest in and to the marks and the affiliated trademark applications and/or registrations therefor listed on Schedule 1 (collectively, the "Trademarks").

WHEREAS, pursuant to a certain Asset Transfer Agreement dated August 19th, 2015 (the "Asset Purchase Agreement"), Assignor agrees to transfer all of its right, title and interest in, *inter alia*, the Trademarks to Assignee, subject to the terms and conditions of the Asset Purchase Agreement.

NOW THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys unto Assignee and its successors and assigns all right, title, and interest in to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past, present, and future infringement of the Trademarks, with the right to sue for, and collect the same for its own use and behalf, and for the use on behalf of its successors and assigns.

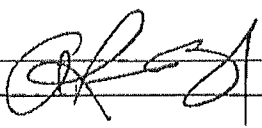
2. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall control and govern.

3. This Assignment and all actions confirmed hereby shall be governed, construed and interpreted in accordance with the terms and conditions of the Asset Purchase Agreement.

4. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[signature page follows]

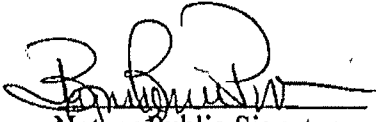
In witness whereof, Assignor and Assignee have caused this Assignment to be executed.

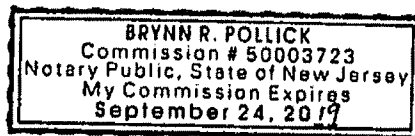
MPEX PHARMACEUTICALS, INC.	TRIPEX PHARMACEUTICALS, LLC
By: <u></u>	By: _____
Name: A. Robert D. Bailey	Name: _____
Title: President	Title: _____
Date: August 19, 2015 _____	Date: _____

State of New Jersey)
) ss
County of Morris,)

On August 19, 2015 before me, Brynn R. Pollick, Notary Public in and for said county, personally appeared A. Robert D. Bailey, (signer) who has satisfactorily identified himself as the signer to the above-referenced document.

(Affix Notary Stamp Here)


Notary Public Signature



In witness whereof, Assignor and Assignee have caused this Assignment to be executed.

MPEX PHARMACEUTICALS, INC.	TRIPEX PHARMACEUTICALS, LLC
By: _____	By: <u>[Signature]</u>
Name: _____	Name: <u>David D. Bugers</u>
Title: _____	Title: <u>CEO + President</u>
Date: _____	Date: _____

State of California)
County of San Diego)

Signed before me this 19th day of August, 2015

[Signature]
Notary Public

PLEASE SEE
NOTARY ATTACHMENT



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005668 FRAME: 0092

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On Aug. 19, 2015 before me, Stephanie Henderson - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel D. Burgess
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document




Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SCHEDULE 1

Mark	Country	Appl. No.	Reg. No.
AEROQUIN	Canada	1440851	1440851
AEROQUIN	US	77/638336	3,926,167
ARNEBLIS	EU	012133401	012133401
	Canada	1673899	n/a
	EU	12833174	12833174
	US	86/252,856	n/a
QUINSAIR	Argentina	3311949	n/a
QUINSAIR	Brazil	840806272	n/a
QUINSAIR	Canada	1,642,928	n/a
QUINSAIR	Chile	1096730	1143125
QUINSAIR	EU	12133286	12133286
QUINSAIR	Georgia (WIPO)	1200677	1200677
QUINSAIR	Russia (WIPO)	1200677	1200677
QUINSAIR	Ukraine (WIPO)	1200677	1200677
QUINSAIR	US	86/052,400	n/a
QUINSAIR	WIPO	1200677	1200677
TINOSERA	EU	012133369	012133369
ZOQUINA	EU	011802171	011802171
ZYLUSO	Argentina	3311950	n/a
ZYLUSO	Brazil	840806280	n/a
ZYLUSO	Canada	1642931	n/a
ZYLUSO	Chile	1096731	1143126
ZYLUSO	EU	012133435	012133435
ZYLUSO	Georgia (WIPO)	1200821	1200821
ZYLUSO	Russia (WIPO)	1200821	1200821
ZYLUSO	Ukraine (WIPO)	1200821	1200821
ZYLUSO	US	86/052408	n/a
ZYLUSO	WIPO	1200821	1200821

Domain name	Date Created	Expiration Date	Registrant Name / Registrant Organization	Registrar
www.aeroquin.com	June 10, 2011	June 10, 2016	Daniel Burgess / Mpex Pharmaceuticals Inc	CSC Corporate Domains, Inc.