

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368356

<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>
CMP Pharma, Inc.		01/01/2016	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CMP Development LLC		
<b>Street Address:</b>	8026 U.S. Highway 264A		
<b>City:</b>	Farmville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27828		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86418628	CAROSPIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122585600		
<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>	312-258-5724		
<b>Email:</b>	cbollinger@schiffhardin.com		
<b>Correspondent Name:</b>	Chris L. Bollinger		
<b>Address Line 1:</b>	P.O. Box 06079		
<b>Address Line 2:</b>	Schiff Hardin LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0079		
<b>ATTORNEY DOCKET NUMBER:</b>	39597-0013		
<b>NAME OF SUBMITTER:</b>	Chris L. Bollinger		
<b>SIGNATURE:</b>	/Chris L. Bollinger/		
<b>DATE SIGNED:</b>	01/07/2016		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT

This Assignment (this "Assignment") is made and entered into as of December 31, 2015, to be effective as of January 1, 2016 (the "Effective Date"), by and among CMP Pharma, Inc., a North Carolina corporation ("Assignor"), and CMP Development LLC, a Delaware limited liability company ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, CMP Acquisition Company LLC, a Delaware limited liability company, is the sole shareholder of Assignor and the sole member of Assignee.

WHEREAS, Assignor is the sole owner of the trademark application for CAROSPIR (App. No. 86/418,628) for "Pharmaceutical preparations for the treatment of primary hyperaldosteronism, edema, hypertension, hypokalemia, severe heart failure, hormonal disorders", including all common law rights relating thereto (the "Trademark");

WHEREAS, Assignor has a *bona fide* intent to use the Trademark in connection with a proposed drug for the goods for which the application has been filed (the "Product"), and is in the process of filing a new drug application for the Product;

WHEREAS, Assignor is the owner of certain other intellectual property rights and applications and registrations therefor as set forth in Schedule A hereto (together with the Trademark, the "Intellectual Property");

WHEREAS, Assignor and Assignee are parties to that certain Restructuring Agreement dated as of the date hereof (the "Agreement") pursuant to which Assignor's assets and liabilities relating to certain products, including the Product, are being transferred to and assumed by Assignee as part of a corporate restructuring (the "Restructuring"); and

WHEREAS, as part of the Restructuring, all of Assignor's right, title and interest in and to the Intellectual Property and any and all goodwill of the business symbolized thereby shall be transferred as of the Effective Date to Assignee, who will continue development and commercialization of the Product.

NOW THEREFORE, for the consideration set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:


1. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, as of the Effective Date, all of Assignor's worldwide right, title and interest in and to the Intellectual Property and any and all goodwill of the business symbolized thereby, including without limitation all rights therein provided by international conventions and treaties, the right to sue or otherwise recover for past, present and future infringement or misappropriation thereof, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto.

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of


Assignee in and to the Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

**ASSIGNOR**

By:   
Name: Gerald Sakowski  
Title: Chief Executive Officer

**ASSIGNEE**

By:   
Name: Gerald Sakowski  
Title: Chief Executive Officer

**SCHEDULE A**  
**INTELLECTUAL PROPERTY**

U.S. Trademark Application No. 86/418,628 for CAROSPIR