

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shionogi Inc.		12/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Casper Pharma LLC		
Street Address:	2 Tower Center Blvd		
Internal Address:	Suite 1101C		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3327963	FEXMID	
Registration Number:	0569968	FURADANTIN	
Registration Number:	3091590	TRIGLIDE	
Registration Number:	3234816	TRIGLIDE	
CORRESPONDENCE DATA			
Fax Number:	7322271513		
<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:	7322617786		
Email:	msheridan@citronpharma.com		
Correspondent Name:	Casper Pharma LLC		
Address Line 1:	2 Tower Center Blvd		
Address Line 2:	Suite 1101C		
Address Line 4:	East Brunswick, NEW JERSEY 08816		
ATTORNEY DOCKET NUMBER:	FEXIMID FURAND TRIGLIDEX2		
NAME OF SUBMITTER:	Hongmei Maggie Sheridan		
SIGNATURE:	/Hongmei Maggie Sheridan/		
DATE SIGNED:	01/07/2016		

OP \$115.00 3327963

Total Attachments: 5

source=Shionogi Trademark Assignment 21Dec2015 - FEXMID FURANDANTIN TRIGLIDE TRIGLIDE(design)#page1.tif

source=Shionogi Trademark Assignment 21Dec2015 - FEXMID FURANDANTIN TRIGLIDE TRIGLIDE(design)#page2.tif

source=Shionogi Trademark Assignment 21Dec2015 - FEXMID FURANDANTIN TRIGLIDE TRIGLIDE(design)#page3.tif

source=Shionogi Trademark Assignment 21Dec2015 - FEXMID FURANDANTIN TRIGLIDE TRIGLIDE(design)#page4.tif

source=Shionogi Trademark Assignment 21Dec2015 - FEXMID FURANDANTIN TRIGLIDE TRIGLIDE(design)#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of December 21, 2015, by and between Shionogi Inc., a Delaware corporation ("Assignor"), and Casper Pharma LLC, a New Jersey limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks, service marks, logos, and trade names, whether or not registered, shown on the attached Schedule A (the "Trademarks"), and including all applications and registrations thereof, and all goodwill associated with any of the foregoing; and

WHEREAS, pursuant to the Asset Purchase Agreement, of even date herewith, by and between Assignee and Assignor and joined by Citron Pharma LLC, a New Jersey limited liability company and Affiliate of Purchaser ("Citron"), for the limited purpose of Citron's obligations under Section 9.14 thereof (the "Agreement"), Assignee desires to acquire all right, title, and interest in and to said Trademarks, the applications and registrations thereof, and all of the goodwill associated with any of the foregoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest, in and to the Trademarks, whether or not registered, together with the goodwill of the business in connection therewith, including the right to sue and collect damages for infringement of the Trademarks, whether infringements are now known or later discovered; the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives. In order to give full force and effect to this Trademark Assignment, Assignor agrees that Assignee may record this Trademark Assignment with the United States Patent and Trademark. The Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to record the Assignee as owner of the Trademarks.

The interpretation and construction of this Trademark Assignment shall be governed by the laws of the State of New Jersey, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive law of another jurisdiction. Each of the Parties covenants and agrees, to do, execute, acknowledge and deliver, at the reasonable request of the other Party, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignments and assumptions contemplated by this Trademark Assignment.

Should any part of this Trademark Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Trademark Assignment had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in its entirety, but rather shall be observed and performed by the Parties to the extent such provision is valid and enforceable.

This Trademark Assignment may be executed by the Assignor and Assignee in separate and several counterparts, each of which shall be an original, but which together shall constitute

one and the same instrument. An executed signature page of this Trademark Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

This Trademark Assignment shall not be amended or otherwise modified, except by a written agreement dated subsequent to the date of this Trademark Assignment and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.

This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, each of the Parties has executed this Trademark Assignment as of the date first set forth above.

Shionogi Inc.

By: [Signature]
Name: John Kellee, M.D.
Title: President & Chief Executive Officer

STATE OF New Jersey
: ss
COUNTY OF Morris)

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On December 18, 2015, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

[Signature: Michele V. Quarles]
NOTARY PUBLIC
Residing at 300 Campus Drive
Floerham Park, NJ 07932

My Commission Expires: _____

MICHELE V. QUARLES
Notary Public, State of New Jersey
My Commission Expires
April 16, 2019

Casper Pharma, LLC

By: [Signature]
Name: ASHOK MAYYA
Title: COO

STATE OF New Jersey
COUNTY OF Middlesex : ss

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On December 18, 2015, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

[Signature]
NOTARY PUBLIC
Residing at 4 Sunbird Ct
Jack son, NJ 08527

My Commission Expires
October 13, 2020

My Commission Expires: _____

SCHEDULE A
TRADEMARK

The following trademarks registered with the U.S. Patent and Trademark Office:

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Mark</u>
78/957,905	3,327,963	FEXMID
71/621,508	569,968	FURADANTIN
78/555,190	3,091,590	TRIGLIDE
78/625,791	3,234,816	