

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orexigen Therapeutics, Inc.		07/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nalpropion Pharmaceuticals, Inc.		
Street Address:	10 North Park Place, Suite 201		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3396807	OREXIGEN	
Registration Number:	3396021	OREXIGEN	
Registration Number:	3393576	CONTRAIVE	
Serial Number:	87292362	BRAINS BEHIND WEIGHT LOSS	
Registration Number:	5181874	CONTRAIVE	
Serial Number:	87301815	GET CONTRAIVE NOW	
Serial Number:	87307659	GCN	
Serial Number:	85643605	WEIGHTMATE	
CORRESPONDENCE DATA			
Fax Number:	2026002261		
<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:	(202) 600-2270		
Email:	aspivak@mosaiclegalgroup.com		
Correspondent Name:	Andrew N. Spivak		
Address Line 1:	5185 MacArthur Boulevard, NW, Suite 350		
Address Line 4:	Washington, D.C. 20016-3341		
NAME OF SUBMITTER:	Andrew N. Spivak		
SIGNATURE:	/Andrew N. Spivak/		

OP \$215.00 3396807

DATE SIGNED:	08/03/2018
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Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), effective as of the Closing (the "Effective Date"), is by and between OREXIGEN THERAPEUTICS, INC., a Delaware corporation ("Assignor") and NALPROPION PHARMACEUTICALS, INC., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, dated April 23, 2018 (the "Asset Purchase Agreement"), between Assignee and Assignor, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, among other things, the Purchased Assets;

PARAGRAPH REDACTED

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to sell, assign, convey, deliver and transfer the entire right, title and interest in, to and under all of the Intellectual Property included in the Purchased Assets, including the Intellectual Property set forth on Exhibit A hereto (the "Assigned IP"), to Assignee and Assignee desires to acquire the entire right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignor hereby irrevocably sells, assigns, conveys, delivers and transfers to Assignee the entire right, title and interest in, to and under (i) the Assigned IP, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, including the right to claim priority under the International Convention for the Protection of Industrial Property and under any other international arrangement to which the United States of America is or hereafter becomes a signatory (but not, for the avoidance of doubt, any Excluded Liability), (ii) all rights to sue, claim and recover for past, present and future infringement, misappropriation, dilution or other violation of any Assigned IP, and (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing.

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PARAGRAPH REDACTED

4. Upon the reasonable request by Assignee, Assignor shall execute all documents and take all actions as may be necessary or desirable to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, without further compensation but at the expense of Assignee. In the event that Assignor fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor hereby designates Assignee as Assignor's agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, solely for the purpose of executing such documents or taking such actions.

5. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.

PARAGRAPH REDACTED

PARAGRAPH REDACTED

PARAGRAPH REDACTED

PARAGRAPH REDACTED

10. This 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 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 Assignment.

[SIGNATURE PAGES FOLLOW]

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)

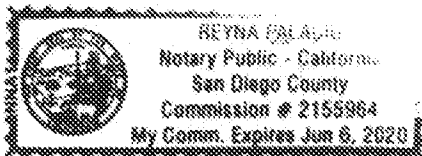
On June 10, 2018 before me, Reyna Palacio, Notary Public.
Date Here Insert Name and Title of the Officer

personally appeared Thomas P. Lynch
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: IP assignment agreement Document Date: July 13, 2018
Number of Pages: 79 Signer(s) Other Than Named Above: no other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Thomas P. Lynch
[X] Corporate Officer - Title(s): EVP, General Counsel
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:

Signer Is Representing: Ureagen Therapeutics, Inc.

Signer Is Representing:

EXHIBIT A




ASSIGNED IP



TABLE

REDACTED

A4

Trademarks

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.031WEU European Community	OREXIGEN THERAPEUTICS, INC.	4744298 11/16/2005	4744298 11/22/2006	5
OREX.031WJP Japan	OREXIGEN THERAPEUTICS, INC.	2005-107980 11/16/2005	4937667 3/17/2006	5
OREX.076T United States	OREXIGEN	78/960,760 8/25/2006	3396807 3/11/2008	5,16,44
OREX.185WBR Brazil	OREXIGEN	840.506.350 05/06/13	840.506.350 02/23/16	5
OREX.186WBR Brazil	OREXIGEN	840.506.430 05/06/13	840.506.430 02/23/16	16
OREX.187WBR Brazil	OREXIGEN	840.506.414 05/06/13	840.506.414 02/23/16	41
OREX.188WBR Brazil	OREXIGEN	840.506.376 05/06/13	840.506.376 02/23/16	44
OREX.039WCA Canada	OREXIGEN	1295336 3/16/2006	TMA730368 12/8/2008	5
OREX.039WEU European Community	OREXIGEN	4993441 3/17/2006	4993441 3/15/2007	5
OREX.039WJP Japan	OREXIGEN	2006-024597 3/20/2006	4971768 7/21/2006	5
OREX.185WRU Russia	OREXIGEN	2013715405 05/07/13	521619 09/03/14	5, 16, 41, 44
OREX.040T United States	 OREXIGEN	78/718,907 9/22/2005	3396021 3/11/2008	5
OREX.040WCA Canada	 OREXIGEN	1295335 3/16/2006	TMA730367 12/8/2008	5
OREX.040WEU European Community	 OREXIGEN	4993671 3/17/2006	4993671 3/15/2007	5

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.040WJP Japan		2006-024598 3/20/2006	5045580 5/11/2007	5
Case No. Country	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.072WJP Japan		2006-109628 11/27/2006	5050062 5/25/2007	5,16,44
OREX.395T United States	BRAINS BEHIND WEIGHT LOSS	87/292,362 01/06/17		41, 44
OREX.056TD1 United States	CONTRAVE	78/979,619 1/6/2006	3393576 3/4/2008	5
OREX.382WAU Australia	CONTRAVE	1702042 06/22/15	1702042 06/22/15	5
OREX.385IBH International Registration - Bahrain	CONTRAVE	1326964 11/01/16		5
OREX.189WBR Brazil	CONTRAVE	840.507.305 05/07/13	840.507.305 02/23/16	5
OREX.190WBR Brazil	CONTRAVE	840.507.313 05/07/13	840.507.313 02/23/16	16
OREX.191WBR Brazil	CONTRAVE	840.507.321 05/07/13	840.507.321 02/23/16	41
OREX.192WBR Brazil	CONTRAVE	840.507.348 05/07/13	840.507.348 02/23/16	44
OREX.056WCA Canada	CONTRAVE	1306356 6/8/2006	765793 05/05/10	5
OREX.144WCA Canada	CONTRAVE	1454998 10/5/2009		16, 44
OREX.385IEG International Registration - Egypt	CONTRAVE	1326964 11/01/16		5
OREX.056WEU European Community	CONTRAVE	5161211 6/12/2006	5161211 5/16/2007	5,16,44

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date.	Class(es)
OREX.382WIN India	CONTRAVE	3031053 08/12/15	3031053 08/12/15	5
OREX.352WWO International Registration	CONTRAVE	1230877 09/23/14	1230877 09/23/14	5
OREX.385WWO International Registration	CONTRAVE	1326964 11/01/16	1326964 11/01/16	5
OREX.385IIR International Registration - Iran	CONTRAVE	1326964 11/01/16		5
OREX.385WIQ Iraq	CONTRAVE	74980 12/19/17		5
OREX.056WJP Japan	CONTRAVE	2006-054226 6/12/2006	5018316 1/12/2007	5,16,44
OREX.385WJO Jordan	CONTRAVE	149932 11/03/16	149932 11/03/16	5
OREX.376WKR Korea	CONTRAVE	40-2015-5778 01/26/15	40-1132532 09/25/15	5
OREX.385WKW Kuwait	CONTRAVE	184927 11/06/16		5
OREX.385WLB Lebanon	CONTRAVE	60101 11/28/16	177044 12/06/16	5
OREX.352IMX International Registration - Mexico	CONTRAVE	1230877 09/23/14	1230877 09/23/14	5
OREX.385IOM International Registration - Oman	CONTRAVE	1326964 11/01/16		5
OREX.385WPK Pakistan	CONTRAVE	474398 11/03/17		5
OREX.385WQA Qatar	CONTRAVE	111203 01/01/17	111203 12/10/17	5

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date	Class(es)
OREX.189WRU Russian Federation	CONTRAVE	2013715407 05/07/13	534137 02/09/15	5, 16, 41, 44
OREX.385WSA Saudi Arabia	CONTRAVE	1438007000 12/21/16	1438007000 03/07/17	5
OREX.385WZA South Africa	CONTRAVE	2016/32554 11/07/16		5
OREX.385WVN Vietnam	CONTRAVE	4-2015-20928 08/06/15		5
OREX.194T United States		86/026,234 8/1/13	5,181,874 04/11/17	5, 16, 44
OREX.155WCA Canada		1488558 7/7/2010		5, 16, 44
OREX.155WEU European Community		9238247 07/12/10	9238247 12/24/10	5, 16, 44
OREX.155WJP Japan		2010-057466 07/22/10	5364307 10/29/10	5, 16, 44
OREX.057WEU European Community	EMPATIC	5843073 4/4/2007	5843073 3/4/2008	5, 16, 44
OREX.391T United States	GET CONTRAVE NOW	87/301,815 01/13/17		5, 44
OREX.396T United States	GCN	87/307,859 01/19/17		5, 44
OREX.176WCN China	LESS WEIGHT MORE SUPPORT	11845236 12/05/12	11845236 05/21/14	41
OREX.182WCN China	LESS WEIGHT MORE SUPPORT	11845235 12/05/12	11845235 05/21/14	44
OREX.176WEU European Community	LESS WEIGHT MORE SUPPORT	11397106 12/04/12	11397106 05/02/13	41, 44
OREX.176WJP Japan	LESS WEIGHT MORE SUPPORT	2012-097725 12/03/12	5622351 10/11/13	41, 44

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date	Class(es)
OREX.390WAL Albania	MYSIMBA	AL/1/2016/701 09/19/16	17719 04/04/17	5, 16, 44
OREX.383WAU Australia	MYSIMBA	1702044 06/22/15	1702044 06/22/15	5
OREX.390WBA Bosnia and Herzegovina	MYSIMBA	BAZ1619717A 09/21/16		5, 16, 44
OREX.390WCA Canada	MYSIMBA	1796815 08/16/16		5, 16, 44
OREX.316WEU European Community	MYSIMBA	13395199 10/23/14	13395199 03/16/15	5, 16, 44
OREX.383WIN India	MYSIMBA	3031054 08/12/15		5
OREX.380WKR Korea	MYSIMBA	40-2015-33484 05/07/15	40-1159113 02/04/16	5
OREX.390WMK Macedonia	MYSIMBA	TM/MK/2016/0000890 09/19/16	25306 11/27/17	5, 16, 44
OREX.390WME Montenegro	MYSIMBA	Z-348/2016 09/19/16	13544 09/19/16	5, 16, 44
OREX.390WKV Kosovo	MYSIMBA	KS/M/2016/1281 10/07/16	21279 10/07/16	5, 16, 44
OREX.316WNO Norway	MYSIMBA	201412617 11/03/14	279915 01/22/15	5, 16, 44
OREX.390WR5 Serbia	MYSIMBA	Z-2016/1542 09/19/16	72493 04/18/17	5, 16, 44
OREX.390WZA South Africa	MYSIMBA	2016/32555 11/07/16		5
OREX.316WCH Switzerland	MYSIMBA	62465/2014 10/23/14	668167 01/07/15	5, 16, 44
OREX.390WTR Turkey	MYSIMBA	2016/89803 11/10/16	2016 89803 04/06/17	5
OREX.172T United States	WEIGHTMATE	85/643,605 06/05/12	4584983 08/12/14	41, 44
OREX.172WBR Brazil	WEIGHTMATE	840352999 12/04/12	840352999 01/05/16	41

Case No. and Country	Trademark	App. No. App. Date	Reg No. Reg Date	Class(es)
OREX.181WBR Brazil	WEIGHTMATE	840352964 12/04/12	840352964 10/27/15	44
OREX.172WCA Canada	WEIGHTMATE	1605157 12/03/12		41, 44
OREX.172WCN China	WEIGHTMATE	11845238 12/05/12	11845238 05/21/14	41
OREX.181WCN China	WEIGHTMATE	11845237 12/05/12	11845237 05/21/14	44
OREX.172WEU European Community	WEIGHTMATE	11396611 12/04/12	11396611 05/02/13	41, 44
OREX.172WJP Japan	WEIGHTMATE	2012-097724 12/03/12	5622350 10/11/13	41, 44
OREX.318WEU European Community	YISINGA	13000989 06/16/14	13000989 11/07/14	5, 16, 44
OREX.318WNO Norway	YISINGA	201409416 08/18/14	278552 10/28/14	5, 16, 44
OREX.318WCH Switzerland	YISINGA	59006/2014 08/04/14	664736 10/09/14	5, 16, 44

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