

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
NPIL PHARMACEUTICALS (UK) LIMITED		08/14/2006	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REAXA LIMITED		
<b>Street Address:</b>	Hexagon House, Blackley		
<b>City:</b>	Manchester, M9 8ZS		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	0		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78501945	QUADRAPURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-6354		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 354-5650		
<b>Email:</b>	jcampaign@grahamcampaign.com		
<b>Correspondent Name:</b>	H. John Campaign		
<b>Address Line 1:</b>	36 West 44th Street		
<b>Address Line 2:</b>	Suite 1201		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8178		
<b>ATTORNEY DOCKET NUMBER:</b>	X881-50		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Graham, Campaign P.C.		
<b>Address Line 1:</b>	36 West 44th Street		

OP \$40.00 78501945

Address Line 2: Suite 1201  
Address Line 4: New York, NEW YORK 10036-8178

NAME OF SUBMITTER:	H. John Campaign
Signature:	/h. john campaign/
Date:	09/15/2006

Total Attachments: 4  
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NPIL Pharmaceuticals (UK) Limited

and

Reaxa Limited

Assignment of QUADRAPURE trade marks

This AGREEMENT is made the

14<sup>th</sup>

day of

August

2006

BETWEEN

- (1) NPIL Pharmaceuticals (UK) LIMITED a company incorporated under the laws of England and Wales (registered number 05370591) and having its registered office at NPIL Pharma Business Centre, PO Box 521, Leeds Road, Huddersfield HD1 9GA, United Kingdom ("the Assignor"); and
- (2) Reaxa Limited, a company incorporated under the laws of England and Wales (registered number 04884654) and having its registered office at Hexagon House, Blackley, Manchester, M9 8ZS, United Kingdom ("the Assignee").

#### RECITALS

- A The Assignor is the proprietor of certain registered trade marks and is entitled to the benefit of certain trade mark applications ("the Trade Marks"), details of which appear in the schedule below.
- B The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out below.

#### 1 Assignment

- 1.1 In consideration of the sum of £1, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee:
- 1.1.1 its entire, right, title and interest in and to the Trade Marks; and
  - 1.1.2 its entire rights, title and interest in and to the goodwill associated with, symbolised by or attaching to the Trade Marks (but no other goodwill).
- 1.2 For the avoidance of doubt, the Assignor does not assign any rights to the Assignee hereunder except as expressly provided in this clause.
- 1.3 The Trade Marks are assigned subject to all licences and other rights granted by the Assignor and any predecessor in title of the Assignor to third parties and all the Assignor's obligations and the other parties' rights hereunder.

#### 2 Recordal

- 2.1 Should the Assignee wish to record its title to the Trade Marks with the relevant trade mark offices, the Assignee shall prepare and record, and assume the cost (including official fees, taxes and reasonable out-of-pocket expenses) of obtaining, preparing, executing, notarising, legalising and/or recording, any instrument of transfer, conveyance and/or assignment or any other document needed for the purposes of transferring the Assignor's title to or interest in the Trade marks to the Assignee, and the Assignor shall from time to time, at the Assignee's expense, execute and deliver such instruments of transfer, conveyance and/or assignment as the Assignee or its agent or representative acting on Assignee's behalf may provide to it and reasonably require for that purpose. In

addition the Assignor shall, on being reasonably required by the Assignee, at the Assignee's cost and expense, do, or procure that there is done, all such other acts are in its power and as the Assignee may reasonably consider necessary for giving full effect to this Agreement. The Assignee shall promptly reimburse the Assignor for any costs or expenses incurred by the Assignor for which the Assignee is responsible hereunder. For the avoidance of doubt, the Assignee shall be responsible for paying all transfer taxes, stamp duties and all other government taxes and duties and any other fees payable in relation to the assignment and transfer, and the recordal of the assignment and transfer, of the Trade Marks.

2.2 Pending the recordal of the Assignee as proprietor of the Trade Marks, the Assignor will lend its name to any proceedings for infringement of the Trade Marks which the Assignee may require to be bought against any person wrongfully using the said Trade Marks or any of them, provided that the Assignee shall indemnify the Assignor and its Affiliates in respect of any losses, costs, damages, expenses or other liability arising out of such proceedings.

3 Governing Law

This Agreement is governed by and shall be construed in accordance with English Law and the parties irrevocably agree that the Courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

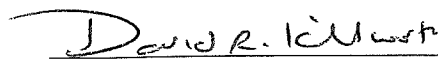
IN WITNESS WHEREOF the parties have executed these presents at the end of the Schedule on the date and year first above written.

Schedule

Trade Mark	Country	Class	Status	Application No	Registration No
QUADRAPURE	Canada	1	Pending	1234449	N/A
QUADRAPURE	Japan	1	Registered	2004-93804	4858402
QUADRAPURE	USA	1	Pending	78/501945	N/A

EXECUTED AS FOLLOWS:

Executed on behalf of  
NPIL PHARMACEUTICALS (UK) LIMITED  
by

  
Director/Secretary

Executed on behalf of  
REAXA LIMITED by

*David Pears*  
Director/Secretary