# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Esprit Pharma, Inc.		08/31/2007	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Star Pharmaceuticals, Inc.	
Street Address:	240 Gravel Hill Road	
City:	Monroe	
State/Country:	NEW JERSEY	
Postal Code:	08831	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76548280	STAR PHARMACEUTICALS, INC.
Serial Number:	76546978	STAR PHARMACEUTICALS, INC.

#### **CORRESPONDENCE DATA**

Fax Number: (954)522-9123

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 954-522-2200

stacy.schwartz@brinkleymorgan.com Email:

Correspondent Name: Stacy M. Schwartz, Esq. Address Line 1: 200 East Las Olas Blvd.

Address Line 2: 19th Floor

Address Line 4: Fort Lauderdale, FLORIDA 33301

14518/08001
Stacy M. Schwartz
/Stacy M. Schwartz/

**TRADEMARK** 

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**REEL: 003944 FRAME: 0332** 

Date:	02/28/2009	
Total Attachments: 3 source=Assignment from Esprit#page1.tif		
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TRADEMARK REEL: 003944 FRAME: 0333

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into this 9th day of August, 2007 by and between Star Pharmaceuticals, Inc., a Delaware corporation having its principal office at 240 Gravel Hill Rd., Monroe, New Jersey 08831 ("Assignee"), and Esprit Pharma, Inc., a Delaware corporation having its principal place of business at 2 Tower Center Blvd., East Brunswick, New Jersey 08816 ("Assignor").

## WITNESSETH:

WHEREAS, Assignor is the current owner of record of United States trademark Registration No. 11461-03067 (the "Registration") for the trademark Star Pharmaceuticals (the "Mark"); and

WHEREAS, Assignee desires to obtain from Assignor and Assignor desires to transfer, assign and otherwise convey to Assignee, as is, any and all of Assignor's rights, title and interest in, to and under the Mark, and the good will associated therewith, including the Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- and Assignee hereby accepts the assignment and transfer of, all of Assignor's right, title and interest in, to and under (1) the Mark, together with the goodwill associated with and symbolized by the Mark, and all marks consisting of or comprising the Mark, and the Registration, including any renewals and extensions thereof that may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Mark as of the date hereof, (2) all rights to sue for the infringement of the foregoing rights, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.
- 2. Assignor hereby agrees to perform all acts reasonably necessary and appropriate to vest in Assignee, or to its successors and assigns, the rights hereby transferred including, but not limited to, filing assignment documents in recordable form in each jurisdiction where trademark registrations or applications may be issued or pending, and to promptly execute all papers and to perform such other necessary and appropriate acts as may be reasonably requested by Assignee in order to obtain assignment documents in recordable form and to vest the rights, title and interest hereby transferred.

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- 3. This Assignment shall be governed and construed according to the laws of the State of New York, United States of America, as if it were wholly executed and wholly performed within the State of New York without reference to its conflicts of laws provisions, and the trademark laws of the United States of America, as applicable.
- 4. This Assignment shall inure to the benefit of the successors and assigns of Assignee, and shall be binding upon the successors and assigns of Assignor.

IN WITNESS WHEREOF, the parties have executed this Assignment by their duly authorized representatives as of the parties hereof.

Esprit Pharma, Inc.

Ву:

Name: Green St.

STATE OF NEW JERSEY)

) SS.

COUNTY OF MIDDLESEX)

On this 31 day of August, there appeared before me August, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed with full authority to do so.

Notary Public Ann Macie Wasei Echowson

ANN MARIE WOJCIECHOWSKI

Notary Public
State of New Jersey
My Commission Expires Sep 8, 2008

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Star Pharmaceuticals, Inc.

STATE OF NEW JERSEY)

) SS.

COUNTY OF MIDDLESEX)

On this 30 day of August, there appeared before me Malane personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed with full authority to do so.

an Mary Public Notary Public

ANN MARIE WOJCIECHOWSKI Notary Public State of New Jersey

My Commission Expires Sep 8, 2008

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**RECORDED: 02/28/2009** 

**TRADEMARK** REEL: 003944 FRAME: 0336