

TRADEMARK ASSIGNMENT

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
Recro Pharma, Inc.		07/01/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Garnet Biotherapeutics, Inc.		
Street Address:	1 Great Valley Parkway		
Internal Address:	Suite 12		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3807920	GARNET BIOTHERAPEUTICS	
CORRESPONDENCE DATA			
Fax Number:	(410)332-8785		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	410-332-8784		
Email:	sflax@saul.com		
Correspondent Name:	Sherry H. Flax		
Address Line 1:	500 E. Pratt St.		
Address Line 2:	Suite 900		
Address Line 4:	Baltimore, MARYLAND 21202		
NAME OF SUBMITTER:	Sherry Flax		
Signature:	/sherry flax/		
Date:	07/15/2010		

OP \$40.00 3807920

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated as of July 1, 2010 ("Effective Date"), is entered into by and between Recro Pharma, Inc., a Pennsylvania corporation ("Assignor"), and Garnet Biotherapeutics, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor wishes to assign and Assignee wishes to acquire the trademark and trade name GARNET BIOTHERAPEUTICS, U.S. Reg. No. 3807920 ("Trademark"), for use in connection with the development of pharmaceutical preparations and medicines; pharmaceutical drug development services; pharmaceutical research and development; and pharmaceutical research services, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor's Obligations.

1.1. Assignor hereby irrevocably grants, sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, to have, and to hold forever, all of Assignor's right, title and interest in the Trademark, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith.

1.2. Assignor shall advise promptly Assignee of any and all actual consumer or vendor confusion and shall advise such consumer or vendor of Assignee's contact information.

1.3 Assignor represents and warrants to Assignee that:

1.3.1. Assignor has the right, power, and authority to enter into this Agreement;

1.3.2. Assignor is the exclusive owner of all right, title, and interest in the Trademark;

1.3.3. The Trademark is free of any liens, security interests, or encumbrances;

1.3.4. The Trademark does not infringe on the rights of any third party;

1.3.5. There are no pending or threatened claims regarding Assignor's rights in or use of the Trademark.

2. Assignee's Obligations. Assignee shall take any and all actions it deems appropriate, in its sole discretion and at its sole expense, to maintain the registration of the Trademark.

3. **Binding Effect.** This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, permitted assigns, heirs, beneficiaries, and affiliates including partners, officers, directors, parents, and subsidiaries.

4. **Governing Law.** This Assignment may be executed in one or more counterparts, each of which so executed shall be deemed an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement as of the date first above written.

Recro Pharma, Inc.

By Gerri Henwood
Print Name Gerri Henwood
Title CEO

Garnet Biotherapeutics, Inc.

By [Signature]
Print Name Gene L. Kaper
Title SVP, Technology Development