

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>
NOVARTIS AG		01/08/2013	CORPORATION: SWITZERLAND

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DUCERE PHARMA LLC
<b>Street Address:</b>	c/o Casla Partners, LP
<b>Internal Address:</b>	154 Grand Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	1785176	BUFFERIN
<b>Registration Number:</b>	3897879	BUFFERIN
<b>Registration Number:</b>	1064290	COMTRES
<b>Registration Number:</b>	3194129	DOAN'S

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2127158000
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	(212) 715-9205
<b>Email:</b>	KLtrademark@kramerlevin.com
<b>Correspondent Name:</b>	Kramer Levin Naftalis & Frankel LLP
<b>Address Line 1:</b>	1177 Avenue of the Americas
<b>Address Line 4:</b>	New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	065507-00004
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CH \$115.00 1785176

NAME OF SUBMITTER:	Erica D. Klein
Signature:	/Erica D. Klein/
Date:	02/20/2013
<b>Total Attachments: 4</b> source=Trademark Assignment from Novartis AG to Ducere Pharma LLC#page1.tif source=Trademark Assignment from Novartis AG to Ducere Pharma LLC#page2.tif source=Trademark Assignment from Novartis AG to Ducere Pharma LLC#page3.tif source=Trademark Assignment from Novartis AG to Ducere Pharma LLC#page4.tif	

## Trademark Assignment by Novartis AG

This Trademark Assignment (this "Assignment"), dated as of January 8, 2013 (the "Effective Date"), is made and entered into by and between NOVARTIS AG, a corporation organized under the laws of Switzerland ("Assignor") and DUCERE PHARMA LLC, a limited liability company organized under the laws of Delaware ("Assignee") (each a "Party" and together, the "Parties").

A. Pursuant to that certain Asset Purchase Agreement among Assignee, Assignor and Novartis Consumer Health Inc., a Delaware Corporation ("NCH INC."), dated as of December 12, 2012, (the "Asset Purchase Agreement"), under which, among other things, NCH INC. has agreed to, and to cause its Affiliates to, sell, assign, transfer, convey and deliver to Assignee the Business and the Products;

B. As a condition to the Closing of the Asset Purchase Agreement, the Parties agreed to enter into this Assignment pursuant to which Assignor shall assign to Assignee all of its respective right, title and interest in and to certain trademarks and domain name registrations.

NOW THEREFORE, in consideration for the payment of the portion of the Purchase Price to be paid at the Closing and the assumption of the Assumed Liabilities, the receipt and sufficiency of which are hereby acknowledged by Seller (on behalf of itself and its Affiliates), the Parties agree as follows:

1. Definition. The terms used in this Assignment with their initial letters capitalized shall, unless the context otherwise requires or unless otherwise expressly provided herein, have the meanings specified in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, conveys and transfers to Assignee, its successors and assigns, all of Assignor's respective right, title and interest in and to the registered and applied-for trademarks and domain names which are owned by Assignor (attached hereto as Schedule A) (the "Transferred Trademark Rights").

3. Due Authorization. Assignor hereby authorizes and requests any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registrations included in the Transferred IP to Assignee.

4. Further Assurances; Recordation. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, such further documents prepared by Assignee at Assignee's expense and take such further action that may be necessary or desirable to assist Assignee in perfecting the assignment, conveyance and transfer of the Transferred Trademark Rights hereunder, including, without limitation, any assignment documents required to be recorded under the laws of relevant foreign jurisdictions to perfect the assignment, conveyance and transfer hereunder.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

NOVARTIS AG

DUCERE PHARMA LLC

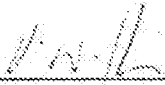
By: 

By: \_\_\_\_\_

Name: **Barbara Kessler**  
Title: **Authorized Signatory**

Name:  
Title:

NOVARTIS AG

By: 

Name: **Daniel Wipfli**  
Title: **Authorized Signatory**

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

NOVARTIS AG

DUCERE PHARMA LLC

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name:  
Title:

Name: SAMUEL HINES  
Title: AUTHORIZED PERSON

NOVARTIS AG

By: \_\_\_\_\_

Name:  
Title:

SCHEDULE A

TRANSFERRED TRADEMARK REGISTRATIONS

Trademark	Country	App. Date	App. No.	Reg. Date	Reg. No.
BUFFERIN	United States	25 Nov 1992	74334406	03 Aug 1993	1785176
BUFFERIN and Heart Design	United States	12 Aug 2009	77810020	28 Dec 2010	3897879
COMTREX	United States	21 May 1976	73087955	26 April 1977	1064290
COMTREX	Puerto Rico	01 Oct 1985	26747	18 April 1986	26747
CRUEX	Canada	03 Feb 1969	319513	21 Aug 1970	TMA170572
DOAN'S	United States	31 Mar 2006	78851669	02 Jan 2007	3194129

TRANSFERRED DOMAIN NAME REGISTRATIONS

Bufferin.com  
 Bufferin.info  
 Comtrex.info  
 Comtrexcold.com  
 Comtrexproducts.com  
 Cruex.com  
 Doans.com  
 Doans.info  
 Myoflex.com  
 Nupercainal.com