

03/26/2013



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

MRO 3-26-13

1. Name of conveying party(ies):

CENERX BIOPHARMA INC

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 03/06/2013

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: KRENITSKY PHARMACEUTICALS INC

Street Address: 2516 Homestead Road

City: Chapel Hill

State: NC

Country: USA

Zip: 27516

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship North Carolina
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

Reg. No. 3687175 TRIRIMA

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Wayne R. Eberhardt

Internal Address: _____

Street Address: 107 Grey Bridge Row

City: Cary

State: NC

Zip: 27513

Phone Number: 919-469-0349

Docket Number: N/A

Email Address: wreber@aol.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/02/2013 KNGUYEN1 00000111 3687175

Deposit Account Number 01 FC:4521 40.00 00

Authorized User Name _____

9. Signature:

Signature

3/27/2013
Date

Wayne R. Eberhardt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005000 FRAME: 0654

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into and effective this 6th day of March, 2013, by and between CeNeRx BioPharma, Inc., a Delaware corporation having offices at 270 Cornerstone Drive, Suite 103, Cary, NC ("Assignor"), and Krenitsky Pharmaceuticals Inc., a corporation of North Carolina, having offices at 2516 Homestead Road, Chapel Hill, NC 27516 ("Assignee"),

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee are executing a license Termination Assignment to which this Assignment is referenced and attached,

WHEREAS, contemporaneous with the execution of this Assignment, a Release of Intellectual Property Security Interest is being executed by various parties having a security interest in the trademark subject to this Assignment,

WHEREAS, contemporaneous with the execution of this Assignment, Assignor is the owner of all right, title and interest in and to the trademark and the corresponding registrations and/or applications for registration set forth on Schedule 1 (the "Trademark"), together with the goodwill of the business connected with and symbolized by the Trademark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as set forth below.

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Schedule 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

3. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

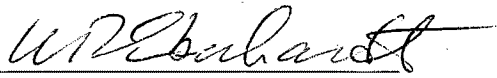
4. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument.

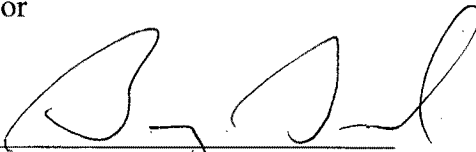
5. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina, exclusive of choice-of-law rules.

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

Krenitsky Pharmaceuticals Inc.
Assignee

CeNeRx BioPharma, Inc.
Assignor

By: 
Wayne R. Eberhardt
Vice President, Business Development
and General Counsel

By: 
Barry Brand, CEO

Schedule 1

Trademark

“TRIRIMA”, Serial Number 77514002, filed July 2, 2008; Registration Number 3687175, Registration Date, September 22, 2009.