

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CPEX Pharmaceuticals, Inc.	04/05/2011

RECEIVING PARTY DATA

Name:	FCB I LLC
Street Address:	1105 North Market Street
Internal Address:	Suite 1300
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	7320968
Patent Number:	7608605
Patent Number:	7608606
Patent Number:	7608607
Patent Number:	7608608
Patent Number:	7608609
Patent Number:	7608610
Application Number:	12570847
Application Number:	11931809
Application Number:	12407418
Application Number:	11928467
Application Number:	11930812

CORRESPONDENCE DATA

501490801

PATENT  
REEL: 026075 FRAME: 0498

OP \$480.00 7320968

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ATTORNEY DOCKET NUMBER:

035906-000001

NAME OF SUBMITTER:

Deborah H. Spencer

Total Attachments: 4

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## Patent Assignment

This Patent Assignment is delivered pursuant to the Closing under that certain Contribution Agreement (the "Contribution Agreement") dated as of April 5, 2011, by and among FCB I Holdings Inc., a Delaware corporation ("NewCo"), FCB I Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of NewCo, and FCB I LLC, a Delaware limited liability company having its principal offices at 1105 North Market Street, Suite 1300, Wilmington, DE 19801 (the "Transferee") and a wholly-owned subsidiary of CPEX Pharmaceuticals, Inc., a Delaware corporation having its principal offices at 2 Holland Way, Exeter, New Hampshire 03833 (the "Transferor"). Capitalized terms used in this Patent Assignment without definition have the respective meanings given to them in the Contribution Agreement.

Transferor has delivered this instrument signed by Transferor to enable Transferee to file it with any appropriate Governmental Authority to indicate ownership of the intellectual property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of Transferee under the Contribution Agreement and other instruments of transfer delivered in connection with the Contribution Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which Transferor acknowledges, and by signing and delivering this instrument, Transferor contributes, assigns, transfers, conveys, and delivers to Transferee all of Transferor's right, title, and interest in and to:

(a) the patents and patent applications set forth in Schedule 1 hereto ("Patent Rights") and invention disclosures in the Patent Rights; and

(b) the following properties and rights with respect to the Patent Rights:

(i) any and all inventions claimed or described in the patents or applications;

(ii) any and all patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including, without limitation, all foreign patents that may claim priority based on and correspond to the Patent Rights;

(iii) any and all divisions, renewals, reissues, continuations, extensions and continuations-in-part of the Patent Rights;

(iv) any and all developments, improvements, modifications, and enhancements conceived, developed, and invented by any employee of Transferor, solely or jointly with another Person, now or in the future, whether patentable or not, relating to the Patent Rights, including all Patents therefor;

(v) any and all United States and foreign patents, which may issue on Patent Rights and improvements thereof, developed by Transferor, and any and all reissues, reexaminations, extensions, renewals, divisions, continuations (including continuations-in-part and continuing prosecution applications) thereof, for the full term thereof;

(vi) any and all income, royalties, damages and payments due or payable to Transferor with respect to the Patent Rights, including, without limitation, unpaid damages and payments for past, present and future infringements of the Patent Rights; and

(vii) all rights to sue and recover damages and payments for past, present and future infringements of the Patent Rights, including the right to fully and entirely replace Transferor in all related matters.

The foregoing rights in and under the Patent Rights shall apply to the full end of its term as fully as Transferor would have held the same in the absence of this Patent Assignment. As of the date set forth below, Transferee has succeeded to all right, title and standing of Transferor to (a) receive all rights and

benefits pertaining to the Patent Rights and (b) commence, prosecute, defend and settle all claims and take all actions that Transferee, in its sole discretion, may elect in relation to the Patent Rights and rights described above. This Patent Assignment (a) is irrevocable and effective upon Transferor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Contribution Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Contribution Agreement and (d) may be signed in counterparts as provided in Section 8.6 of the Contribution Agreement.

[Signature page follows.]

The undersigned has signed this Patent Assignment on April 5, 2011

**CPEX PHARMACEUTICALS, INC.**

**FCB I LLC**

By: Jon Couchman

Name: Jonathan M. Couchman

Title: President

By: Jon Couchman

Name: Jonathan M. Couchman

Title: President

**Schedule 1 – U.S. PATENTS AND PATENT APPLICATIONS**

Patent Title	Patent/Apl. No.	Filing Date	Application Serial No.
Pharmaceutical Composition	7,320,968 (US20050192260A1)	October 1, 2003	10/473,724
Pharmaceutical Composition	7,608,605 (US20090118250A1)	January 20, 2009	12/356,513
Pharmaceutical Composition	7,608,606 (US20090124589)	January 20, 2009	12/356,515
Pharmaceutical Composition	7,608,607 (US20090124590)	January 21, 2009	12/356,943
Pharmaceutical Composition	7,608,608 (US20090118251A1)	January 23, 2009	12/359,162
Pharmaceutical Composition	7,608,609 (US20090118252)	January 23, 2009	12/359,183
Pharmaceutical Composition	7,608,610 (US20090131387A1)	February 2, 2009	12/364,413
Pharmaceutical Composition	US20100081640	September 30, 2009	12/570,847
Pharmaceutical Composition	US20080275013	October 31, 2007	11/931,809
Pharmaceutical Composition	US20090192131A1	March 19, 2009	12/407,418
Pharmaceutical Composition	US20080275012A1	October 30, 2007	11/928,467
Pharmaceutical Composition	US20080108590A1	October 31, 2007	11/930,812