

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MDRNA, Inc.	03/31/2009
RECEIVING PARTY DATA	
Name:	Par Pharmaceutical, Inc.
Street Address:	300 Tice Boulevard
City:	Woodcliff Lake
State/Country:	NEW JERSEY
Postal Code:	07677
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8138149
Application Number:	13371037
CORRESPONDENCE DATA	
Fax Number:	7147558290
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	051043-0000
NAME OF SUBMITTER:	Anna T Kwan
Total Attachments: 4 source=assignment4 - par#page1.tif source=assignment4 - par#page2.tif source=assignment4 - par#page3.tif source=assignment4 - par#page4.tif	

OP \$80.00 8138149

EXECUTION COPY

PATENT APPLICATION ASSIGNMENT

WHEREAS, MDRNA, Inc. (formerly known as Nantech Pharmaceutical Company Inc.), a Delaware corporation, having its principal office address at 3830 Monte Villa Parkway, Bothell, WA 98021 ("Assignor"), owns all right, title and interest in and to those certain patent applications identified on Exhibit 1 attached hereto (collectively referred to as the "Patent Applications");

WHEREAS, Assignor represents that it is the sole and exclusive owner of the Patent Applications and has all right, and title and interest in and to the Patent Applications;

WHEREAS, Par Pharmaceutical, Inc., a Delaware corporation, having its principal office address at 300 Tice Boulevard, Woodcliff Lake, NJ 07677 ("Assignee"), desires to acquire the entire right, title and interest of the Assignor in and to the Patent Applications; and

WHEREAS, Assignee has entered into that certain Asset Purchase Agreement with Assignor, dated as of March 31, 2009 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase from Assignor, and Assignor has agreed to transfer to Assignee, among other things, all of Assignor's right, title and interest in the Patent Applications.

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

1. Assignor hereby sells, assigns and transfers and sets over to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the Patent Applications, along with all inventions and improvements thereon and all continuations, continuations-in-part, divisions, reissues, reexaminations, extensions or foreign equivalents thereof, including, without limitation, the claimed subject matters thereof and rights of protection to same throughout the world, including, without limitation, all priority rights and any and all letters patent which may be granted in the United States and foreign countries therefor as well as all extensions, exclusivities and supplementary protection certificates that appertain thereto, as well as the right to file for such extensions, exclusivities and supplementary protection certificates, and together with all claims of Assignor for profits and damages by reason of past infringement, if any, of the Patents with the right to sue for and collect same for Assignee's own use and advantage and for the use and advantage of its successors, legal representatives and assigns.

2. Assignor agrees that it will, upon request, cooperate with Assignee to perfect Assignee's rights in the foregoing in accordance with the Purchase Agreement.

3. Assignor hereby represents and warrants to Assignee that Exhibit 1 attached hereto contains a correct and complete list of all patents and patent rights

relating to Calcitonin (as defined in the Purchase Agreement) owned by Assignor that are being assigned to Assignee in connection with the transactions contemplated by the Purchase Agreement.

4. Assignor hereby authorizes the Assistant Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument and the Purchase Agreement.

5. In the event of any conflicts between this Patent Application Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed by a duly authorized officer effective as of the 31st day of March, 2009.

MDRNA, INC.

By: [Signature]
Name: J. Michael French
Title: President and CEO

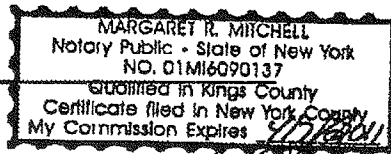
(SEAL)

STATE OF New York
COUNTY OF New York

ss:

On this 27th day of March 2009, before me personally came J. Michael French, to me known, who, being by me duly sworn, did depose and say that he is the President and Chief Executive Officer of MDRNA, Inc, a Delaware corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as such officer.

My commission expires:



[Signature]
Notary Public

(Notarial Seal)

Patent Assignment

Exhibit 1

Pending Patent Applications

Location	Title	Serial Number	Filing Date
United States	Nasal Calcitonin formulations containing chlorobutanol	10/805,788	03/22/2004
United States	Nasal Calcitonin formulations containing chlorobutanol	PCT/US04/08631	03/22/2004

Patent Assignment

RECORDED: 04/09/2009

RECORDED: 08/29/2012

PATENT
REEL: 028872 FRAME: 0284