

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
Johnson & Johnson		06/21/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Incline Therapeutics, Inc.		
Street Address:	900 Saginaw Dr.		
Internal Address:	Suite 200		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77848210	E-TRANS	
Serial Number:	77848208	IONSYS	
Serial Number:	76686751	IONSYS	
CORRESPONDENCE DATA			
Fax Number:	(650)212-7562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 212-1700		
Email:	info@shayglenn.com		
Correspondent Name:	MARGARET M. POWERS		
Address Line 1:	2755 CAMPUS DRIVE, SUITE 210		
Address Line 4:	SAN MATEO, CALIFORNIA 94403		
ATTORNEY DOCKET NUMBER:	11526-600.601.602/200		
NAME OF SUBMITTER:	Margaret M. Powers		

CH \$90.00 77848210

Signature:	/margaret m. powers/
Date:	07/21/2010
Total Attachments: 5 source=11526-600.TMG_ASSIGNMENT(MODIFIED)(Johnson.Inline-executed)#page1.tif source=11526-600.TMG_ASSIGNMENT(MODIFIED)(Johnson.Inline-executed)#page2.tif source=11526-600.TMG_ASSIGNMENT(MODIFIED)(Johnson.Inline-executed)#page3.tif source=11526-600.TMG_ASSIGNMENT(MODIFIED)(Johnson.Inline-executed)#page4.tif source=11526-600.TMG_ASSIGNMENT(MODIFIED)(Johnson.Inline-executed)#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of June 21, 2010, by and between Johnson & Johnson (the "Assignor") and Incline Therapeutics, Inc. (the "Assignee").

RECITALS

WHEREAS, pursuant to the License and Asset Transfer Agreement, dated as of June 21, 2010, by and between the Assignee and ALZA Corporation, the Assignor wishes to transfer to the Assignee, and the Assignee wishes to acquire from the Assignor, the Trademarks set forth on Schedule A hereto; and

WHEREAS, the Assignor has agreed to execute this Trademark Assignment at the Closing.

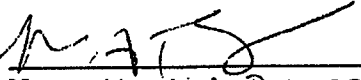
NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignee, the parties agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Assignment of Rights in Trademarks.** The Assignor does hereby transfer and assign to the Assignee, and the Assignee hereby accepts the transfer and assignment of, all of the Assignor's right, title, and interest in and to the Trademarks, together with (i) the material relevant supporting documents, such as registration and renewal confirmations, if any; (ii) all the goodwill associated with the Trademarks; and (iii) all claims for damages by reason of past infringement of the Trademarks with the right to sue and collect for the same; the same to be held and enjoyed by the said Assignee, and its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Trademark Assignment not been made.
3. **Governing Law.** Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to any choice of law principle that would dictate the laws of another jurisdiction.
4. **General.** This instrument shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignee and Assignor. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused its duly authorized officer to execute this Trademark Assignment as of the date first written above.

JOHNSON & JOHNSON, as Assignor

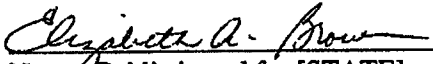
By: 
Name: MARCI A. BLAZER
Title: Assistant Secretary

[STATE] New Jersey

COUNTY OF Middlesex

This instrument was executed before me on this 9 day of July, ~~200~~²⁰¹⁰, by Marci A. Blazer (name), the Assistant Secretary (title) of ALZA Corporation, a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.


Notary Public in and for [STATE]
ELIZABETH A. BROWN
A Notary Public of New Jersey
My Commission Expires September 9, 2012

Printed or Typed Name of Notary

My Commission Expires 9-9-12

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 004246 FRAME: 0539

IN WITNESS WHEREOF, the undersigned has caused its duly authorized officer to execute this Trademark Assignment as of the date first written above.

INCLINE THERAPEUTICS, INC., as Assignee

By: *Alan Levy*
Name: ALAN LEVY
Title: CEO

[STATE]

COUNTY OF San Mateo

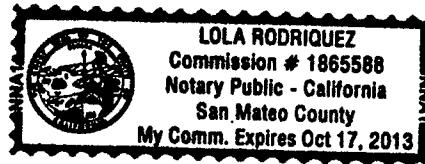
This instrument was executed before me on this 20 day of July, 2010, by Alan Joel Levy (name), the CEO (title) of Incline Therapeutics Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Lola Rodriguez CA
Notary Public in and for [STATE]

Lola Rodriguez
Printed or Typed Name of Notary

My Commission Expires 10/17/2013



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK
REEL: 004246 FRAME: 0540**

Schedule A

Trademarks

Trademark	Country	Application number	Registration number

Trademark	Country	Application number	Registration number
E-TRANS	UNITED STATES OF AMERICA	77/848210	
IONSYS	UNITED STATES OF AMERICA	77/848208	
IONSYS	UNITED STATES OF AMERICA	76/686751	