

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299066

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|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Upsher-Smith Laboratories, Inc. | | 03/24/2014 | CORPORATION: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Vertical Pharmaceuticals, LLC | | |
| Street Address: | 2500 Main Street Ext., Suite 6 | | |
| City: | Sayreville | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08872 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4132285 | B-NEXA | |
| Registration Number: | 4011587 | NEXA | |
| Registration Number: | 3588391 | PRENEXA | |
| Registration Number: | 4302274 | PROVELLA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212-643-7000 | | |
| Email: | pto@sillscummis.com | | |
| Correspondent Name: | Elyse A. Marcus | | |
| Address Line 1: | 30 Rockefeller Center | | |
| Address Line 2: | Sills Cummis & Gross P.C. | | |
| Address Line 4: | New York, NEW YORK 10112 | | |
| ATTORNEY DOCKET NUMBER: | 09240047.000002 | | |
| NAME OF SUBMITTER: | Elyse A. Marcus | | |
| SIGNATURE: | /Elyse A. Marcus/ | | |
| DATE SIGNED: | 03/24/2014 | | |
| Total Attachments: 3 | | | |

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), dated as of the 24th day of March 2014, is made effective between Vertical Pharmaceuticals, LLC, a Delaware limited liability company ("*Assignee*"), and Upsher-Smith Laboratories, Inc., a Minnesota corporation ("*Assignor*").

WHEREAS, Assignor is the owner of the Trademarks listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "*Trademarks*");

AND WHEREAS, the Assignor has agreed to assign and does hereby assign to Assignee, all right, title, and interest, in and to, the Trademarks, including all goodwill associated with the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, including all goodwill associated with the Trademarks, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this Assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees. Notwithstanding the foregoing, Assignee will pay all applicable recording and registration fees related to this Assignment.

4. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

5. This Assignment and all the terms hereof shall inure to the benefit of Assignee, and be binding upon Assignor, and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Assignor caused its duly authorized representative to execute this Assignment effective as of the day and year first written above.

UPSHER-SMITH LABORATORIES, INC.

By: Stephen M. Robinson
Name: Stephen M. Robinson
Title: Chief Financial Officer



On this 21 day of March, 2014, personally appeared Stephen M. Robinson, to me known and known to be the Chief Financial Officer of Upsher-Smith Laboratories, Inc., and acknowledged that he executed the foregoing Assignment.

TERRI LYONS SMEDRA
Notary Public

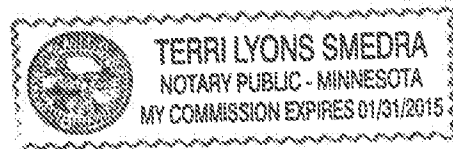


EXHIBIT A

United States Trademark Registrations:

| Jurisdiction | Mark | Status | App. No. | App. Date | Reg. No. | Reg. Date | Class No. |
|---------------|----------|------------|------------|------------|-----------|-----------|-----------|
| United States | B-NEXA | Registered | 77/889,681 | 12/9/2009 | 4,132,285 | 4/24/2012 | 005 |
| United States | NEXA | Registered | 85/197,620 | 12/14/2010 | 4,011,587 | 8/16/2011 | 005 |
| United States | PRENEXA | Registered | 77/327,902 | 11/13/2007 | 3,588,391 | 3/10/2009 | 005 |
| United States | PROVELLA | Registered | 85/451,378 | 10/19/2011 | 4,302,274 | 3/12/2013 | 005 |