

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Orphan Medical, Inc.		03/26/2003	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	QOL Medical LLC
<b>Street Address:</b>	516-D River Hwy
<b>Internal Address:</b>	#158
<b>City:</b>	Mooresville
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28117
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2198812	SUCRAID

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)604-6982
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	612-604-6582
<b>Email:</b>	scrain@winthrop.com
<b>Correspondent Name:</b>	Sarah A. Crain, Winthrop & Weinstine
<b>Address Line 1:</b>	225 South Sixth Street
<b>Address Line 2:</b>	Suite 3500
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	11782.2
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<b>NAME OF SUBMITTER:</b>	Sarah A. Crain
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**Total Attachments: 3**  
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CH \$40.00 2198812



## ASSET PURCHASE AND SALE AGREEMENT

This asset purchase and sale agreement (this "Agreement") is entered into as of March 26, 2003 ("Effective Date"), by and between ORPHAN MEDICAL, INC., a Delaware corporation with its principal place of business at 13911 Ridgedale Drive, Suite 250, Minnetonka, MN 55305 (hereinafter referred to as "ORPHAN"), and QOL Medical LLC, a Delaware company with its principal place of business at 12419 198<sup>th</sup> Drive NE, Woodinville, WA 98072 (hereinafter referred to as "QOL").

WITNESSETH:

WHEREAS, ORPHAN wishes to sell and assign to QOL, and QOL wishes to purchase and acquire from ORPHAN, all of ORPHAN's right to and interest in the PRODUCT (as defined below), including ORPHAN's interest in certain licenses and distributor and supply agreements relating to the PRODUCT.

NOW THEREFORE, in consideration of the premises, the respective commitments of the parties set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ORPHAN and QOL agree as follows:

### ARTICLE 1 CERTAIN DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

1.1

1.2

1.3

1.4 "PRODUCT" shall mean Sucraid (sacrosidase) oral solution for treatment of the genetically determined sucrase deficiency, which is part of congenital sucrase isomaltase deficiency (CSID).

1.5

1.6

**ARTICLE 2**  
**PURCHASE AND SALE COMMITMENT**

On the Effective Date, but subject to the satisfaction of the conditions set forth in section 6.1, ORPHAN shall sell, transfer and assign to QOL, and QOL shall purchase and acquire from ORPHAN, all of ORPHAN's right, title and interest in and to the following assets (the "Assets"):

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h) The trademark SUCRAID®, the U.S. registration of such trademark (#2,198,812), the European Community registration of such trademark (#1315266) and all goodwill attributable thereto;

(i)

(j)

(k)

**ARTICLE 3**  
**CONSIDERATION**

3.1

9.2

9.3

9.4

9.5

9.6

9.7

9.8

9.9

IN WITNESS WHEREOF, ORPHAN and QOL have caused this Agreement to be executed by the respective duly authorized officers as of the Effective Date.

ORPHAN MEDICAL INC.

QOL MEDICAL LLC

By: [Signature]

By: Trevar J Bell

Its: CEO

Its: President

Date: 3/26/03

Date: 3/27/03