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
Parkedale Pharmaceuticals, Inc.		10/01/2007	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	JHP Pharmaceuticals, Inc.
Street Address:	19 Fox Hedge Road
City:	Saddle River
State/Country:	NEW JERSEY
Postal Code:	07458
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	0053934	ADRENALIN
Registration Number:	0925391	APLISOL
Registration Number:	0699294	COLY-MYCIN
Registration Number:	0840783	KETALAR
Registration Number:	0254956	PITOCIN
Registration Number:	0254507	PITRESSIN

CORRESPONDENCE DATA

Fax Number: (215)832-5725

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-569-5725

Email: elliott-c@blankrome.com

Correspondent Name: Cindy A. Elliott Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square - 9th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

TRADEMARK

REEL: 003649 FRAME: 0906

900090493

ATTORNEY DOCKET NUMBER:	127339-00101
NAME OF SUBMITTER:	Cindy A. Elliott
Signature:	/Cindy A. Elliott/
Date:	10/30/2007
Total Attachments: 4 source=Parkedale Pharmaceuticals Assignment#page1.tif source=Parkedale Pharmaceuticals Assignment#page2.tif source=Parkedale Pharmaceuticals Assignment#page3.tif source=Parkedale Pharmaceuticals Assignment#page4.tif	

TRADEMARK REEL: 003649 FRAME: 0907

ASSIGNMENT OF MARKS

This Assignment of Marks ("Assignment") is made as of October 1, 2007, by and between Parkedale Pharmaceuticals, Inc., a Michigan corporation ("Assignor"), and JHP Pharmaceuticals, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and registrations identified in Schedule A attached hereto (collectively, the "Marks"); and

WHEREAS, pursuant to a certain Asset Purchase Agreement dated July 14, 2007 (the "Asset Purchase Agreement"), Assignor has agreed to sell, assign, transfer, and convey to Assignee certain Registered Intellectual Property (as defined in the Asset Purchase Agreement) that includes the Marks and all goodwill associated therewith; and

WHEREAS, Assignor affirms the representations and warranties made by it in Section 6.14 of the Asset Purchase Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows.

- 1. <u>Assignment.</u> Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts from Assignor, all rights, title, and interest in and to the Marks and the goodwill of the business symbolized by the Marks, together with all rights to registration, renewal and extension of the Marks, to the full term or terms for which the Marks may be issued, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that they would have been held and enjoyed by Assignor if this Assignment had not been made, and all claims for damages by reason of past infringement of said the Marks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
- 2. <u>Recordation</u>. Assignor hereby authorizes the U.S. Patent and Trademark Office and any Official of any country or countries foreign to the United States whose duty it is to receive or register patents, trademarks, and copyrights, or applications therefor, to record Assignee as the owner of the Marks and to issue all registrations for said Assignor's Marks, to be in the name of Assignee, as assignee of all of the Marks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.
- 3. <u>Further Action</u>. Assignor further covenants and agrees, at the reasonable request of Assignee and at no additional expense to Assignor, to execute and deliver to Assignee or its legal representative any further necessary documents, papers, instruments, and affidavits and to take all further actions necessary to enable Assignee to become the owner of record of the Marks and to secure the benefits of the rights hereby assigned.

Assignor covenants for itself and its successors and assigns to provide to Assignee, promptly upon the request of Assignee and at the expense of Assignee, all commercially necessary facts and documents relating to the Marks as may be readily known or immediately accessible to Assignor as of the date of this Assignment.

DC: 2625455-1

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

	PARKEDALE PHARMACEUTICALS, INC.
	By:
	Name:
	Title:
SWORN TO AND SUBSCRIBED before me this day of	, 2007.
Notary Public	
My commission expires	
	JHP PHARMACEUTICALS, LLC By:
SWORN TO AND SUBSCRIBED before me this 1st day of Notary Public My commission expires 10/31/20/0	October, 2007.

NOTARIAL SEAL

NOTARIAL SEAL

DOROTHY L. WYDRA, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 31, 2010

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

	PARKEDALE PHARMACEUTICALS, INC.
	Ву:
	Name: Brian A. Markison
	Title: President and Chief Executive Officer
SWORN TO AND SUBSCRIBED before me this day of	Detober, 2007.
	JHP PHARMACEUTICALS, LLC
	By:
	Name:
	Title:
SWORN TO AND SUBSCRIBED before me this day of	, 2007.
Notary Public	
My commission expires	

SCHEDULE A TRADEMARKS AND REGISTRATIONS

U.S. Federal

<u>Trademark</u>	Reg. Number
ADRENALIN	53,934
APLISOL	925,391
COLY-MYCIN	699,294
KETALAR	840,783
PITOCIN	254,956
PITRESSIN	254,507

Canada

<u>Trademark</u>	<u>Reg. Number</u>
APLISOL	TMA187629

Puerto Rico

<u>Trademark</u>	Reg. Number
ADRENALIN	52457
APLISOL	52445
COLY-MYCIN	699294
KETALAR	52443
PITOCIN	52449
PITRESSIN	52442

RECORDED: 10/30/2007