

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
Alvogen IPCO S.a.r.l.		03/27/2012	CORPORATION: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Almatica Pharma Inc.		
Street Address:	10 Bloomfield Avenue		
Internal Address:	Building B		
City:	Pine Brook		
State/Country:	NEW JERSEY		
Postal Code:	07058		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1492883	MACROBID	
Registration Number:	1239148	MACRODANTIN	
Registration Number:	1246810	MACRODANTIN	
Registration Number:	0843999	MACRODANTIN	
Registration Number:	1252117		
Registration Number:	1262183		
CORRESPONDENCE DATA			
Fax Number:	(212)728-2201		
Email:	trademarks@avhlaw.com		
<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:	Axinn, Veltrop & Harkrider LLP		
Address Line 1:	114 West 47th Street		
Address Line 2:	Attn: Michael A. Davitz		
Address Line 4:	New York, NEW YORK 10036		

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ATTORNEY DOCKET NUMBER:	4153-001
NAME OF SUBMITTER:	Michael A. Davitz
Signature:	/Michael A. Davitz/
Date:	03/27/2012
Total Attachments: 7 source=Trademark_Assignment#page1.tif source=Trademark_Assignment#page2.tif source=Trademark_Assignment#page3.tif source=Trademark_Assignment#page4.tif source=Trademark_Assignment#page5.tif source=Trademark_Assignment#page6.tif source=Trademark_Assignment#page7.tif	

INTELLECTUAL PROPERTY PURCHASE AND TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AND TRANSFER AGREEMENT, dated as of March 27, 2012 (“Effective Date”), is made by and between **Alvogen IPCO S.à r.l.**, a société à responsabilité limitée, existing under the law of Luxembourg (hereinafter, “IPCO”) and **Almatica Pharma Inc.**, a Delaware corporation located at 10 Bloomfield Avenue, Building B, Pine Brook, NJ 07058 (“Almatica”). IPCO and Almatica may each hereinafter be referred to as a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, [REDACTED]

WHEREAS, IPCO desires to sell and transfer to Almatica, and Almatica desires to purchase from IPCO, all of the right, title and interest in and to such intellectual property assets and rights relating to [REDACTED] upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Definitions

Capitalized terms used in this Agreement will have the meanings set forth in this Article 1 below:

1.1.1 “Agreement” means this Intellectual Property Purchase and [REDACTED] and all exhibits attached hereto.

1.1.2 [REDACTED]

1.1.3 [REDACTED]

1.1.4 “Assigned Trademarks” means the trademarks filed or registered with the United States Patent and Trademark Office related to the names “MACROBID” and “MACRODANTIN” and listed on **Exhibit C**, and (b) Brand Trade Dress.

1.1.5 [REDACTED]

1.1.6 “Brand Trade Dress” means any and all designs, symbols configurations and coloring used on the packaging or labeling for the Products.

1.1.7 [REDACTED]

1.1.8 [REDACTED]

1.1.9 [REDACTED]

1.1.10 [REDACTED]

1.1.11 [REDACTED]

1.1.12 [REDACTED]

1.1.13 [REDACTED]

1.1.14 [REDACTED]

1.1.15 [REDACTED]

1.1.16 "Purchased IP Assets" has the meaning provided in Section 2.1.

1.1.17 [REDACTED]

ARTICLE 2
ASSIGNMENT OF PURCHASED IP ASSETS

2.1 Assignment. As of the Effective Date, and upon the terms and conditions set forth in this Agreement, IPCO hereby sells and assigns to Almatica, and Almatica hereby acquires from IPCO, all of IPCO's right, title and interest in and to all of the following assets (collectively, the "Purchased IP Assets") owned by, or filed for in the name of, IPCO as of the Effective Date:

2.1.1 [REDACTED]

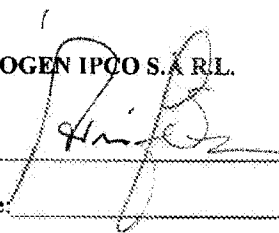
2.1.2 [REDACTED]

2.1.3 Assigned Trademarks, together with all of the goodwill associated therewith; and all proceeds collected as a result of use of the Assigned Trademarks; and;

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement as of the Effective Date.

ALVOGEN IPOO S.A RL.

By:  _____

Name: _____

Title: _____

ALMATICA PHARMA INC.

By: _____

Name: _____

Title: _____

By:  _____

Name: _____

Title: _____

[Signature Page to IP Purchase and Transfer Agreement]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement as of the Effective Date.

ALVOGEN IPCO S.À R.L.

ALMATICA PHARMA INC.

By: _____

By: Kevin M. Bain

Name: _____

Name: Kevin M. Bain

Title: _____

Title: CFO

By: _____

Name: _____

Title: _____

[Signature Page to IP Purchase and Transfer Agreement]

EXHIBIT A





[REDACTED]

EXHIBIT B

[REDACTED]

EXHIBIT C
TRADEMARKS

UNITED STATES TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>GOODS</u>
MACROBID MACRODANTIN and Capsule Design	1492883	June 21, 1988	Urinary tract antibacterial, in class 5
 MACRODANTIN and Capsule Design	1239148	May 24, 1983	A urinary tract antibacterial, in class 5
 MACRODANTIN Capsule Design	1246810	August 2, 1983	A urinary tract antibacterial, in class 5
MACRODANTIN Capsule Design	0843999	February 13, 1968	Pharmaceutical preparation containing nitrofurantoin in class 5
 Capsule Design	1252117	September 27, 1983	A urinary tract antibacterial, in class 5
 Capsule Design	1262183	December 27, 1983	A urinary tract antibacterial in capsule form, in class 5