

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
Monticello Drug Company		05/15/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Duval OTC I, LLC		
Street Address:	2801 Lorimier Terrace		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32207		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1143081	THROAT DISCS	
CORRESPONDENCE DATA			
Fax Number:	4235081277		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	423.757.0277		
Email:	dhill@cbslawfirm.com		
Correspondent Name:	David J. Hill		
Address Line 1:	1000 Tallan Building		
Address Line 2:	Two Union Square		
Address Line 4:	Chattanooga, TENNESSEE 37402		
ATTORNEY DOCKET NUMBER:	0436400-9701		
NAME OF SUBMITTER:	David J. Hill		
Signature:	/David J. Hill/		
Date:	07/10/2012		
Total Attachments: 1 source=monticello assignment#page1.tif			

OP \$40.00 1143081

TRADEMARK ASSIGNMENT

This Assignment is made this 15th day of May, 2012, by Monticello Drug Company, a Florida corporation having as its address 1604 Stockton Street, Jacksonville, Florida 32204 ("Assignor").

WHEREAS Assignor owns the trademark THROAT DISCS, which is the subject of U.S. Trademark Registration No. 1,143,081 ("the Trademark"); and

WHEREAS the Trademark is associated with Assignor's lozenges and symbolizes at least a portion of the goodwill of Assignor's business related thereto ("Assignor's THROAT DISCS Business"); and

WHEREAS Assignor has licensed Duval OTC I, LLC, a Florida limited liability company having as its address 2801 Lorimer Terrace, Jacksonville, Florida 32207 ("Assignee") to make and sell lozenges under the Trademark pursuant to an Agreement dated January 26, 2009 ("Prior Agreement"); and

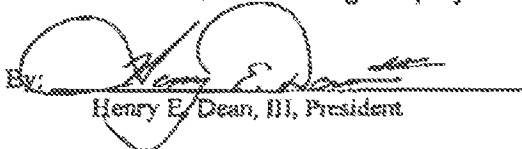
WHEREAS the Prior Agreement provides that Assignee may exercise an option to purchase substantially all of the assets of Assignor's THROAT DISCS Business, including the Trademark and the goodwill symbolized thereby; and

WHEREAS Assignee has notified Assignor that it desires to exercise its option to purchase the assets of Assignor's THROAT DISCS Business;

NOW, THEREFORE, for and in consideration of the covenants, representations and warranties hereinafter set forth, the consideration set forth in the Prior Agreement for the acquisition of the assets of the THROAT DISCS Business, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of the Trademark, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of the Trademark.

ASSIGNOR: Monticello Drug Company

By: 
Henry E. Dean, III, President

04354_0399701/0314-1353892_3

12167 5402255

CONFIDENTIAL