## 900259668 07/02/2013

# 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
Merz Pharmaceuticals, LLC		07/01/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA

## **RECEIVING PARTY DATA**

Name:	Delcor Asset Corporation		
Street Address:	272 East Deerpath Road		
Internal Address:	Suite 208		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	CORPORATION: DELAWARE		

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1421704	ERYGEL

### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 6167522708

Email: kcoleman@wnj.com

Correspondent Name: Kenneth Coleman

Address Line 1: 111 Lyon Street NW

Address Line 2: 900 Fifth Third Center

Address Line 4: Grand Rapids, MICHIGAN 49503

ATTORNEY DOCKET NUMBER:	148578.154659
NAME OF SUBMITTER:	Kenneth A. Coleman
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Signature:	/Kenneth A. Coleman/
Date:	07/02/2013
Total Attachments: 2 source=Signed Trademark Assignment#pag source=Signed Trademark Assignment#pag	

TRADEMARK REEL: 005062 FRAME: 0496

#### TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is entered into as of July 1, 2013, by and between Merz Pharmaceuticals, LLC, a North Carolina limited liability company ("Assignor"), and Delcor Asset Corporation, a Delaware corporation ("Assignee"). This Trademark Assignment is made pursuant to and in connection with the transfer of the Purchased Assets to Assignee pursuant to a certain Asset Purchase Agreement between Assignor and Assignee dated the same date as this Trademark Assignment (the "Purchase Agreement"). Capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Purchase Agreement.

Assignor is the owner of the trademark identified in the table below (the "Mark");

TITLE	DATE FILED	Serial Number	Registration No.	Registration Date
ERYGEL	June 9, 1986	73603306	1421704	December 23, 1986

In accordance with the Purchase Agreement, Assignor wishes to assign to Assignee all rights it has in the Mark, together with all related common law rights and the goodwill of the business connected with the use of and symbolized by the Mark.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, Assignor's entire right, title and interest, whether statutory or at common law, in and to the Mark, together with the goodwill of the business connected with the use of and symbolized by the Mark, and any and all income royalties, or payments due or payable with respect to the Mark as of July 1, 2013 or thereafter, including, without limitation, the right to sue for and collect damages and other recoveries for past, present and future infringement of the Mark and the right to prosecute and maintain trademark applications and registrations for the Mark.

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This Trademark Assignment has been executed by the parties as of the date first set forth above.

DELCOR ASSET CORPORATION

07/16

 $\mathbf{B}_{\mathbf{V}}$ 

Its Assistant Secretary & Assistant Treasurer

MERZ PHARMACEUTICALS, LLC

Ву\_\_\_\_\_

Its \_\_\_\_\_

TRADEMARK REEL: 005062 FRAME: 0497

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APPROVED AS TO
LEGAL FORM
LAW DEPT.
MERZINA

TRADEMARK REEL: 005062 FRAME: 0498

RECORDED: 07/02/2013