

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/26/2013		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Ferndale IP, Inc.		12/31/2013
			<b>Entity Type</b>
			CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sebela International Limited		
<b>Street Address:</b>	H.P. House		
<b>Internal Address:</b>	21 Laffan Street		
<b>City:</b>	Hamilton		
<b>State/Country:</b>	BERMUDA		
<b>Postal Code:</b>	HM09		
<b>Entity Type:</b>	Limited Company: IRELAND		
<b>PROPERTY NUMBERS Total: 6</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>		85129862	MICORT-HC
<b>Registration Number:</b>		1476501	ANALPRAM HC
<b>Registration Number:</b>		3776172	ANALPRAM E
<b>Registration Number:</b>		4007463	ANALPRAM ADVANCED
<b>Registration Number:</b>		1353649	PRAX
<b>Registration Number:</b>		1270523	PRAMOSONE
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045412905		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	ipdocket@thompsonhine.com		
<b>Correspondent Name:</b>	Ashish D. Patel		
<b>Address Line 1:</b>	3560 Lenox Road		

OP \$165.00 85129862

Address Line 2: Suite 1600  
Address Line 4: Atlanta, GEORGIA 30326

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Ashish D. Patel

Signature:

/Ashish D. Patel/

Date:

01/17/2014

Total Attachments: 5

source=Assignment\_Ferndale\_IP#page1.tif  
source=Assignment\_Ferndale\_IP#page2.tif  
source=Assignment\_Ferndale\_IP#page3.tif  
source=Assignment\_Ferndale\_IP#page4.tif  
source=Assignment\_Ferndale\_IP#page5.tif

**NUNC PRO TUNC ASSIGNMENT OF TRADEMARK RIGHTS**

This *Nunc Pro Tunc* Assignment of Trademark Rights (“Assignment”), effective as of August 26, 2013 (the “Effective Date”), is made by and between FERNDALÉ IP, INC., a Michigan corporation (“Assignor”), and SEBELA INTERNATIONAL LIMITED, an Irish company (“Assignee”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, and all subsisting registrations and pending applications therefor, in the United States of America (the “Territory”), set forth in Schedule A hereto (the “Trademarks”);

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademarks in the Territory, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory;

WHEREAS, Assignor is desirous of assigning to Assignee all right, title and interest in and to the Trademarks in the Territory, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory; and,

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Assignor, Ferndale Laboratories, Inc. (a Michigan corporation), and Assignee, having an effective date of August 26, 2013, Assignee purchased and is therefore the successor of certain of Assignor’s assets, including Assignor’s entire right, title and interest in and to the Trademarks in the Territory, the ongoing and existing business to which the Trademarks in the Territory pertains and with which the Trademarks are used or are intended to be used, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. **Nunc Pro Tunc Assignment.** Assignor hereby assigns to Assignee, *nunc pro tunc* as of the Effective Date hereof, (a) all of Assignor’s right, title and interest in and to the Trademarks in the Territory, and all subsisting registrations and pending applications therefor, as set forth on Schedule A hereof, (b) all goodwill of the business associated with and symbolized by the Trademarks in the Territory, and thus all goodwill of the ongoing and existing business to which the Trademarks in the Territory pertains and with which the Trademarks are used or are intended to be used, (c) all right, title and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violations of any right, title and/or interest in and to the Trademarks in the Territory, and to recover, collect or otherwise receive all damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefor, (d) all right, title and interest to bring any cancellation, opposition, or other proceeding in the United States Patent and Trademark Office, or before any equivalent agency in the Territory, in connection with or otherwise based upon the Trademarks, and (e) all right, title and interest to

collect and receive any and all income, royalties, proceeds and payments arising by virtue of use of the Trademarks in the Territory after the Effective Date hereof. All rights, titles, and interests assigned hereunder are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

**2. Miscellaneous.**

a. At the reasonable request of Assignee, Assignor shall execute and deliver from time to time after the date of this Assignment such further documents, assignments, and conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the intent of this Assignment.

b. This Assignment shall be governed by and interpreted exclusively in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions.

c. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

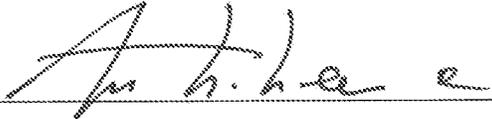
d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

Signature follows:

IN WITNESS WHEREOF, the undersigned has caused this *Nunc Pro Tunc* Assignment of Trademark Rights to be executed by a duly authorized officer, as of the below date.

**ASSIGNOR:**

**FERNDALE IP, INC.**



A handwritten signature in black ink, appearing to read "J. T. McMillan, II", is written over a horizontal line.

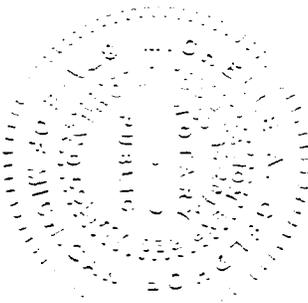
By: James T. McMillan, II  
Its: Chairman and Chief Executive Officer

Dated: December 31, 2013

*[Signature Page to Nunc Pro Tunc Assignment of Trademark Rights]*

STATE OF MICHIGAN     )  
                                          ) ss.  
COUNTY OF OAKLAND    )

On this 31<sup>st</sup> day of December, 2013, before me appeared James T. McMillan, II, the person who signed the foregoing *Nunc Pro Tunc Assignment of Trademark Rights* (the "Assignment"), and who acknowledged that he is the Chairman and Chief Executive Officer of Ferndale IP, Inc. (the "Assignor"), and that, being so duly authorized, he signed the Assignment as a free act for and on behalf of Assignor.



Michelle A. Goldhof  
Notary Public (Signature)

Michelle A. Goldhof  
Print Name

My commission expires on: 9-15-2015

*[Notarization of Nunc Pro Tunc Assignment of Trademark Rights]*

**SCHEDULE A**

**TRADEMARKS**

<b>Trademark</b>	<b>U.S. Registration/ Serial No.</b>	<b>Registration/ Application Date</b>
Analpram HC	1,476,501	02/16/88
Analpram E	3,776,172	04/13/10
Analpram Advanced	4,007,463	08/02/11
Prax	1,353,649	08/13/85
Pramosone	1,270,523	03/20/84
MiCort-HC	85/129,862	09/15/10