

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASTELLAS PHARMA US, INC.		02/28/2014	COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CUMBERLAND PHARMACEUTICALS INC.		
Street Address:	2525 WEST END AVENUE		
City:	NASHVILLE		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2927444	VAPRISOL	
Registration Number:	3267675		
Registration Number:	3285482		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127361940		
Email:	emann@ddkpatent.com		
Correspondent Name:	Davidson, davidson & kappel, llc		
Address Line 1:	485 Seventh Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	904.1019		
NAME OF SUBMITTER:	Clifford M. Davidson		
SIGNATURE:	/Clifford M. Davidson/		
DATE SIGNED:	05/30/2014		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment") is made and entered into effective as of February 28th, 2014 (the "Effective Date"), by and between Astellas Pharma US, Inc., a company organized under the laws of Delaware ("Assignor"), and Cumberland Pharmaceuticals Inc., a Tennessee corporation ("Buyer"). Assignor and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller or one of the Product Affiliates is the sole and exclusive owner in the applicable jurisdiction of the Trademarks set forth on Schedule A attached hereto and made part hereof (collectively, the "Purchased Trademarks"); and

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of February 3, 2014 (the "Asset Purchase Agreement"), by and between Assignor and Buyer, Buyer wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Buyer, the Purchased Trademarks, together with all common law rights therein and all goodwill of the business associated with and symbolized by the Purchased Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions hereinafter set forth and set forth in the Asset Purchase Agreement and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms.** Unless otherwise specifically provided herein, all capitalized terms used, but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

2. **Conveyance and Acceptance of Purchased Trademarks.** Effective as of the Effective Date, (a) Assignor hereby irrevocably, without reservation, assigns, transfers, conveys and delivers to Buyer (and to Buyer's successors and assigns), all of its right, title and interest in and to the Purchased Trademarks, including all common law rights therein and all trademark registrations and registration applications for the Purchased Trademarks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Purchased Trademarks against any Third Party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse, or other violation of the Purchased Trademarks, and all goodwill of the business associated with and symbolized by the Purchased Trademarks; provided, however, that no such rights are being assigned hereunder with respect to any Excluded Liability and (b) Buyer hereby accepts such assignment, transfer, conveyance and delivery and agrees to assume and undertake to pay, discharge and perform all of the Assumed Liabilities arising out of the Purchased Trademarks.

3. **Recordation.** Assignor hereby authorizes Buyer to record this Trademark Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant Governmental Authorities.

4. **Further Acts.** Each Party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as the other Party may reasonably request in order to fulfill the purposes and intent of this Trademark Assignment.

5. **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive Law of another jurisdiction. The Parties agree to exclude the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

6. **Jurisdiction.** The Parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York for any action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Trademark Assignment, and agree not to commence any action, suit or proceeding (other than appeals therefrom) related thereto except in such courts. The Parties irrevocably and unconditionally waive their right to a jury trial.

7. **Venue.** The Parties further hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Trademark Assignment in the courts of the State of New York or in the United States District Court for the Southern District of New York, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

8. **Waiver and Non-Exclusion of Remedies.** Any term or condition of this Trademark Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by any Party of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise. The rights and remedies provided herein are cumulative and do not exclude any other right or remedy provided by applicable Law or otherwise available except as expressly set forth herein.

9. **Successors and Assigns.** This Trademark Assignment will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

10. **Amendment.** This Trademark Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties hereto.

11. **Entire Agreement.** This Trademark Assignment, together with the Schedule expressly contemplated hereby and attached hereto, the Asset Purchase Agreement, the Ancillary Agreements and the other agreements, certificates and documents expressly contemplated thereby and delivered in connection therewith contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby and supersede all prior agreements, understandings, promises and representations, whether written or oral, among the Parties with respect to the subject matter hereof and thereof. Each Party confirms that it is not relying on any representations or warranties of the other Party except as specifically set forth herein.

12. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

Astellas Pharma US, Inc.

By: [Signature]
Name: SS Knowlton
Title: Treasurer

STATE OF Illinois }
 } ss
COUNTY OF Cook }

On this 28th day of February, 2014, before me personally appeared Stephen Knowlton, to me personally known, who, being duly sworn, did say that he/she is the Treasurer of **Astellas Pharma US, Inc.** and that he/she duly executed the foregoing instrument for and on behalf of **Astellas Pharma US, Inc.** being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Christine Hosana
Notary Public
Expiration Date: 08/23/15



Cumberland Pharmaceuticals Inc.

By: _____
Name:
Title:

STATE OF _____ }
 } ss
COUNTY OF _____ }

On this _____ day of _____, 2014, before me personally appeared _____, to me personally known, who, being duly sworn, did say that he/she is the _____ of **Cumberland Pharmaceuticals Inc.** and that he/she duly executed the foregoing instrument for and on behalf of **Cumberland Pharmaceuticals Inc.** being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Notary Public
Expiration Date: _____

Schedule A
Purchased Trademarks

Type of application	Trademark	Area	Country	App. Date	App. No.	Reg. Date	Reg. No.	Expiry Date	Registrant/Notes
	VAPRISOL	America(North)	CANADA	11/17/2003	1196524	12/6/2005	TMA654469	12/6/2020	ASTELLAS PHARMA INC.
	VAPRISOL	America(North)	U.S.A.	11/26/2003	76/562009	2/22/2005	2927444	2/22/2015	ASTELLAS PHARMA INC.
	VAPRISOL	Asia	CHINA	12/30/2003	3868543	6/14/2006	3868543	6/13/2016	ASTELLAS PHARMA INC.
	VAPRISOL	Asia	INDONESIA	1/27/2004	D2004018680188 4	8/25/2005	IDM00004755 3	1/27/2014	ASTELLAS PHARMA INC.*
	VAPRISOL	Asia	JAPAN	11/13/2003	2003-100809	7/2/2004	4783852	7/2/2014	ASTELLAS PHARMA INC.
	Vaprisol	Asia	JAPAN	11/6/2003	2003-98249	7/2/2004	4783826	7/2/2014	ASTELLAS PHARMA INC.
	VAPRISOL	Asia	KOREA[SOUTH]	1/13/2004	40-2004-0001544	7/8/2005	624265	7/8/2015	ASTELLAS PHARMA INC.
	VAPRISOL	Asia	PHILIPPINES	1/23/2004	4-2004-0000723	8/28/2005	4-2004-0000723	8/28/2015	ASTELLAS PHARMA INC.**
	VAPRISOL	Asia	PHILIPPINES	7/12/2007	04-2007-7392	11/5/2007	4-2007-007392	11/5/2017	ASTELLAS PHARMA INC.***
	VAPRISOL	Asia	TAIWAN	1/29/2004	93003248	1/1/2005	1133393	12/31/2014	ASTELLAS PHARMA INC.
	VAPRISOL	Asia	THAILAND	1/22/2004	542323	1/22/2004	KOR215807	1/22/2014	ASTELLAS PHARMA INC.*
WIPO application	VAPRISOL	Europe	ARMENIA	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
WIPO application	VAPRISOL	Europe	AZERBAIJAN	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.

WIPO application	VAPRISOL	Europe	BELARUS	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
	VAPRISOL	Europe	BENELUX	11/4/2003	1043228	11/4/2003	739988	11/4/2013	ASTELLAS PHARMA EUROPE B.V.****
WIPO application	VAPRISOL	Europe	BOSNIA AND HERZEGOVINA	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
WIPO application	VAPRISOL	Europe	BULGARIA	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
WIPO application	VAPRISOL	Europe	CROATIA	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
	VAPRISOL	Europe	EU	4/20/2004	3773785	9/2/2005	3773785	4/30/2014	ASTELLAS PHARMA EUROPE B.V.
	VAPRISOL	Europe	FRANCE	10/12/1999	99816963	10/12/1999	99816963	10/12/2019	ASTELLAS PHARMA INC.
WIPO application	VAPRISOL	Europe	GEORGIA	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
	VAPRISOL	Europe	GERMANY	10/14/1999	39963871.7/05	3/9/2000	39963871.7/05	10/31/2019	ASTELLAS PHARMA INC.
WIPO application	VAPRISOL	Europe	ICELAND	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
WIPO application	VAPRISOL	Europe	KAZAKHSTAN	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
WIPO application	VAPRISOL	Europe	KYRGYZSTAN	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
WIPO application	VAPRISOL	Europe	LIECHTENSTEIN	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
WIPO application	VAPRISOL	Europe	MOLDOVA	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
WIPO application	VAPRISOL	Europe	MONACO	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
WIPO application	VAPRISOL	Europe	NORWAY	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.
WIPO application	VAPRISOL	Europe	ROMANIA	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA

application													
WIPO application	VAPRISOL	Europe	RUSSIA	4/20/2004	828929	4/20/2004	828929	4/20/2014	EUROPE B.V.				
WIPO application	VAPRISOL	Europe	SAN MARINO	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.				
WIPO application	VAPRISOL	Europe	SERBIA	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.				
WIPO application	VAPRISOL	Europe	SWITZERLAND	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.				
WIPO application	VAPRISOL	Europe	TAJIKISTAN	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.				
WIPO application	VAPRISOL	Europe	TURKMENTISTAN	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.				
	VAPRISOL	Europe	U.K.	10/12/1999	2211177	3/17/2000	2211177	10/12/2014	ASTELLAS PHARMA INC.				
WIPO application	VAPRISOL	Europe	UKRAINE	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.				
WIPO application	VAPRISOL	Europe	UZBEKISTAN	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.				
WIPO application	VAPRISOL	Middle East	TURKEY	4/20/2004	828929	4/20/2004	828929	4/20/2014	ASTELLAS PHARMA EUROPE B.V.				

* Renewal payment is in process

** Declaration of Use not filed within 3 years of filing date, thus application is considered abandoned.

*** Declaration of Use not filed within 3 years of filing date, thus application is considered abandoned. We are in the process of initiating a re-filing but the status of the new application is unclear.

**** Considered lapsed because renewal not filed (Note: we have a community trademark for Vaprisol which provides coverage)

Trademark (Logo) List

Trademark	Area	Country	App. Date	App. No.	Reg. Date	Reg. No.	Expiry Date	Registrant/Notes
VAPRISOL(D)	America(North)	CANADA	8/5/2004	1226007				ASTELLAS PHARMA INC.*
VAPRISOL(D)	America(North)	CANADA	8/6/2008	1406431	7/13/2010	TMA771,776	7/13/2025	ASTELLAS PHARMA INC.
VAPRISOL(D)	America(North)	U.S.A.	8/5/2004	78/462440	7/24/2007	3267675	7/24/2017	ASTELLAS PHARMA INC.
VAPRISOL(D)	Asia	CHINA	8/18/2004	4226212	10/14/2007	4226212	10/13/2017	ASTELLAS PHARMA INC.
VAPRISOL(D)	Asia	INDONESIA	8/18/2004	D20042383724038	4/17/2006	IDM000069391	8/18/2014	ASTELLAS PHARMA INC.
VAPRISOL(D)	Asia	JAPAN	7/30/2004	2004-70729	4/22/2005	4858670	4/22/2015	ASTELLAS PHARMA INC.
VAPRISOL(D)	Asia	KOREA[SOUTH]	8/6/2004	40-2004-0036070	1/20/2006	648022	1/20/2016	ASTELLAS PHARMA INC.
VAPRISOL(D)	Asia	PHILIPPINES	8/16/2004	04-2004-007482	9/18/2006	4-2004-007482	9/18/2016	ASTELLAS PHARMA INC.**
VAPRISOL(D)	Asia	TAIWAN	8/10/2004	93037100	6/16/2005	1157717	6/15/2015	ASTELLAS PHARMA INC.
VAPRISOL(D)	Asia	THAILAND	8/13/2004	562113	8/13/2004	KOR213011	8/12/2014	ASTELLAS PHARMA INC.
VAPRISOL(D)	Europe	EU	8/6/2004	3973385	11/16/2005	3973385	8/6/2014	ASTELLAS PHARMA INC.
VAPRISOL(D)2	America(North)	CANADA	8/5/2004	1226013				ASTELLAS PHARMA INC.***
VAPRISOL(D)2	America(North)	CANADA	8/6/2008	1406432				ASTELLAS PHARMA INC.***
VAPRISOL(D)2	America(North)	U.S.A.	8/5/2004	78/462464	8/28/2007	3285482	8/28/2017	ASTELLAS PHARMA INC.
VAPRISOL(D)2	America(North)	U.S.A.	8/18/2004	4226213	10/14/2007	4226213	10/13/2017	ASTELLAS PHARMA INC.
VAPRISOL(D)2	Asia	CHINA	8/18/2004	4226213	4/17/2006	IDM000069392	8/18/2014	ASTELLAS PHARMA INC.
VAPRISOL(D)2	Asia	INDONESIA	8/18/2004	D20042383824039	4/22/2005	4858671	4/22/2015	ASTELLAS PHARMA INC.
VAPRISOL(D)2	Asia	JAPAN	7/30/2004	2004-70730	4/22/2005	637304	11/2/2015	ASTELLAS PHARMA INC.
VAPRISOL(D)2	Asia	KOREA[SOUTH]	8/6/2004	40-2004-0036071	11/2/2005	4-2004-007483	9/18/2016	ASTELLAS PHARMA INC.
VAPRISOL(D)2	Asia	PHILIPPINES	8/16/2004	04-2004-007483	9/18/2006	1157716	6/15/2015	ASTELLAS PHARMA INC.
VAPRISOL(D)2	Asia	TAIWAN	8/10/2004	93037099	6/16/2005	1157716	6/15/2015	ASTELLAS PHARMA INC.
VAPRISOL(D)2	Asia	THAILAND	8/13/2004	562114	8/13/2004	KOR213012	8/12/2014	ASTELLAS PHARMA INC.
VAPRISOL(D)2	Europe	EU	8/6/2004	3973351	11/16/2005	3973351	8/6/2014	ASTELLAS PHARMA INC.

* Declaration of Use not filed within 3 years of filing date, thus application is considered abandoned.

** Declaration of Use not filed within 3 years of filing date, thus application is considered abandoned. We are in the process of initiating a re-filing but the status of the new application is unclear.

*** Declaration of Use not filed within 3 years of filing date, thus this backup application is considered abandoned.

VAPRISOL(D)



VAPRISOL(D)2 (back-up)




Vaprisol[®]
convapian
hydrochloride
injection