

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insight Pharmaceuticals LLC		09/03/2014	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	WellSpring Pharmaceutical Corporation		
Street Address:	5911 N. Honore Avenue, Suite 211		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34243		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0697007	BONINE	
CORRESPONDENCE DATA			
Fax Number:	7322246599		
Phone:	732-741-3900		
Email:	kanderson@ghclaw.com		
<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>			
Correspondent Name:	Kurt E. Anderson, Giordano, Halleran & C		
Address Line 1:	125 Half Mile Road		
Address Line 4:	Red Bank, NEW JERSEY 07701		
ATTORNEY DOCKET NUMBER:	11696/0009		
NAME OF SUBMITTER:	Kurt E. Anderson		
Signature:	/Kurt E. Anderson/		
Date:	09/24/2014		
Total Attachments: 5 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif			
RECEIPT INFORMATION			
ETAS ID:	TM317914		
Receipt Date:	09/24/2014		
Fee Amount:	\$40		

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of September 3, 2014, is made by and between Insight Pharmaceuticals LLC, a Delaware limited liability company ("Seller"), and WellSpring Pharmaceutical Corporation, a Delaware corporation ("Buyer", and together with Seller, collectively, the "Parties").

A. Medtech Products Inc., a Delaware corporation and indirect parent of Seller ("Medtech"), and Buyer are parties to that certain Asset Purchase Agreement, dated as of August 14, 2014 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

B. Under the terms of the Purchase Agreement, Medtech has agreed to cause Seller to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Seller, and Seller has agreed to execute and deliver this Trademark Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

C. In connection with the consummation of the transactions contemplated by the Purchase Agreement, Seller hereby desires to convey, transfer, and assign to Buyer all of Seller's right, title, and interest in and to the Assigned IP (as hereinafter defined), and Buyer hereby desires accept from Seller all of Seller's right, title, and interest in and to the Assigned IP.

The Parties, therefore, agree as follows:

1. Assignment. In consideration for the payment of the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, the "Assigned IP"):

a. the trademark registrations and applications set forth on Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "Trademarks");

b. all rights of any kind whatsoever of Seller accruing under the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks; and

d. any and all claims and causes of action with respect to the Trademarks, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks and any other applicable governmental official to record and register this Trademark Assignment upon request by Buyer. Seller shall take such reasonable steps and actions requested by Buyer following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor of Buyer.

3. Terms of the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Medtech, Seller, or Buyer under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Trademark Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

6. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

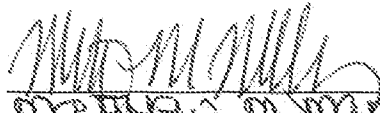
7. Amendment and Modification. This Trademark Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Trademark Assignment as of the date first set forth above.

SELLER:

INSIGHT PHARMACEUTICALS LLC

By: 
Name: Matthew M. Manely
Title: President and Chief Executive Officer

BUYER:

WELLSPRING PHARMACEUTICAL
CORPORATION

By: _____
Name: _____
Title: _____

The Parties are signing this Trademark Assignment as of the date first set forth above.

SELLER:

INSIGHT PHARMACEUTICALS LLC

By: _____
Name:
Title:

BUYER:

WELLSPRING PHARMACEUTICAL
CORPORATION

By: 
Name: John Van Sickle
Title: Vice President, Secretary and Treasurer

SCHEDULE 1

TRADEMARKS

Country	Trademark	App. No.	Filed	Reg. No.	Reg. Date	Status
United States of America	BONINE	72/081,199	11-Sep-1959	0,697,007	03-May-1960	Registered