

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320469

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TROPHIKOS, LLC		10/13/2014	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INNOVUS PHARMACEUTICALS, INC.		
<b>Street Address:</b>	9171 Towne Centre Drive, Suite 440		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92122		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4214489	VESELE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8582497879		
<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>			
<b>Phone:</b>	8589645123		
<b>Email:</b>	ldillen@innovuspharma.com		
<b>Correspondent Name:</b>	Lynnette Dillen		
<b>Address Line 1:</b>	9171 Towne Centre Drive Suite 440		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92122		
<b>NAME OF SUBMITTER:</b>	Lynnette Dillen		
<b>SIGNATURE:</b>	/LYNNETTE DILLEN/		
<b>DATE SIGNED:</b>	10/17/2014		
<b>Total Attachments: 2</b>			
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OP \$40.00 4214489

EXHIBIT B-3  
ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of October 9<sup>th</sup>, 2014, by and between Trōphikōs, LLC, a Florida limited liability company with its principal address at 4200 Northside Parkway, Building Twelve, Atlanta, Georgia 30327 (the "Assignor"), and Innovus Pharmaceuticals, Inc., a Nevada corporation with its principal address at 9171 Towne Centre Drive, Suite 440, San Diego, CA 92122 (the "Assignee").

RECITALS

WHEREAS, Assignor is the owner of or has rights in certain trademarks particularly described in Schedule A (the "Trademarks"), including all goodwill and common law rights related thereto, and made a part hereof; and

WHEREAS, Assignor wishes to convey all of its right, title and interest in and to the Trademarks to Assignee; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

AGREEMENT


1. Assignor does hereby sell, grant, assign, convey and transfer unto Assignee or its designees, all of Assignor's right, title and interest in and to the Trademarks and all common law rights related thereto, together with the goodwill of the business connected with the use of, and symbolized by, such Trademarks.

2. Assignor agrees that it shall execute all further documents reasonably necessary to perfect Assignee's title to the Trademarks.

BBB  
CJW

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed on this 9<sup>th</sup> day of October 2014.

TRÖPHIKŌS, LLC.

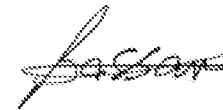
By: 

Its: Managing Partner

Name: Kevin Wade

Date: <sup>09/14/14</sup> 10/07/2014

INNOVUS PHARMACEUTICALS, INC.

By: 

Its: President & CEO

Name: Bassam Damaj

Date: 10/13/2014

SCHEDULE A

Trademarks	Jurisdiction	Reg/Serial No.	Status	Class
VESELE	US	4214489	Active	005