

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hawthorn Pharmaceuticals, Inc.		12/18/2014	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Beach Products, Inc.		
Street Address:	5220 S. Manhattan Avenue		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33611		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3751655	ZAMICET	
CORRESPONDENCE DATA			
Fax Number:	8132270439		
<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:	813-227-7433		
Email:	DHayes@trenam.com		
Correspondent Name:	Diana L. Hayes		
Address Line 1:	101 E. Kennedy Blvd.		
Address Line 2:	Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	12-2133		
NAME OF SUBMITTER:	Diana L. Hayes		
SIGNATURE:	/Diana L. Hayes/		
DATE SIGNED:	01/15/2015		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 18, 2014, is made by Hawthorn Pharmaceuticals, Inc. ("Assignor"), a Mississippi corporation, located at 10 North Park Place, Morristown NJ 07960, in favor of Beach Products, Inc. ("Assignee"), a Florida corporation, located at 5220 S. Manhattan Avenue, Tampa, Florida 33611.

WHEREAS, under the terms of a Trademark Transfer Agreement dated as of the date hereof (the "Transfer Agreement"), Assignor has conveyed, transferred and assigned to Assignee, the United States registered mark ZAMICET, Registration No. 3,751,655 (the "Mark"), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) The Mark and all issuances, extensions and renewals thereof;
- (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
- (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Trademark Assignment upon request by Assignee.

3. Terms of the Intellectual Property Assignment Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Transfer Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Transfer Agreement and the terms hereof, the terms of the Transfer Agreement shall govern.

4. General.

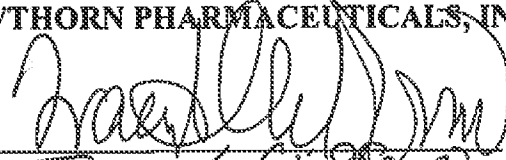
(a) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(c) 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.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

HAWTHORN PHARMACEUTICALS, INC.

By: 
Name: Tracy S. Clifford
Title: Corporate Secretary