

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339397

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/15/2011
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mylan Inc.		03/02/2015	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Cumberland Pharmaceuticals Inc.
Street Address:	2525 West End Avenue
Internal Address:	Suite 950
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37203
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2439494	KRISTALOSE

CORRESPONDENCE DATA

Fax Number: 6152591470

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.

Phone: 615-259-1308

Email: haverly.macarthur@arlaw.com

Correspondent Name: Haverly MacArthur

Address Line 1: 424 Church Street

Address Line 2: Suite 2700

Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	604816-21
NAME OF SUBMITTER:	Haverly MacArthur
SIGNATURE:	/Haverly MacArthur/
DATE SIGNED:	04/27/2015

Total Attachments: 2

CH \$40.00 2439494

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TRADEMARK ASSIGNMENT AGREEMENT – 2011

This Trademark Assignment (“Assignment”) has an effective date as of November 15, 2011, nunc pro tunc, in connection with the Asset Purchase and Royalty Agreement, by and between Mylan Inc., a Pennsylvania corporation located at 1000 Mylan Boulevard, Canonsburg, Pennsylvania 15317 (“Assignor”), and Cumberland Pharmaceuticals Inc., a corporation organized under the laws of the State of Tennessee with a place of business at 2525 West End Avenue, Suite 950, Nashville, Tennessee, USA 37203 (hereinafter referred to as “Assignee”). Assignor and Assignee are sometimes referred to collectively herein as the “Parties” and individually as a “Party”.

WHEREAS, the Parties have executed an Asset Purchase and Royalty Agreement, effective November 15, 2011, to which this Assignment is referenced and attached;

WHEREAS, Assignor wishes to transfer to Assignee all right, title and interest that it has in and to the United States Registered Trademark KRISTALOSE, Registration No. 2,439,494 (the “Trademark” or “Registration”), together with the goodwill of the business connected with and symbolized by the Trademark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys, nunc pro tunc, effective as of November 15, 2011, unto Assignee the entire right, title, and interest in and to the Trademark in the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), and the right to sue for and collect damages for infringements or other violations of the same, including for past infringements or violations, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.


Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of the Registration to Assignee as assignee of Assignor's entire right, title and interest therein.

Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademark.

This Trademark Assignment Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the dates written below.

MYLAN INC.

By: 

Print Name: THOMAS C. BOYD

Title: VICE PRESIDENT, BUSINESS DEVELOPMENT

Date: MARCH 2, 2015

CUMBERLAND PHARMACEUTICALS INC.

By: 

Print Name: A.J. Kazimi

Title: Chief Executive Officer

Date: March 2, 2015

APPROVED - MYLAN LEGAL DEPT
DATE: 3/2/15
BY: A. Cervenka
LCM#: US32236