

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smith & Nephew, Inc.		05/14/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Delcor Asset Corporation		
Street Address:	272 EAST DEERPATH ROAD SUITE 208		
City:	LAKE FOREST		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2483698	PRUDOXIN	
CORRESPONDENCE DATA			
Fax Number:	6162222479		
<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:	616-752-2479		
Email:	skeller@wnj.com		
Correspondent Name:	R. Scott Keller Warner Norcross & Judd		
Address Line 1:	111 Lyon St NW		
Address Line 2:	900 Fifth Third Center		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	REN PHARMA		
NAME OF SUBMITTER:	R. Scott Keller		
SIGNATURE:	/rsk/		
DATE SIGNED:	05/15/2015		
Total Attachments: 5			
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OP \$40.00 2483698

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK is dated as of May 14, 2015 (the "Agreement") by and between Smith & Nephew, Inc., a Delaware Corporation ("Assignor"), and Delcor Asset Corporation, a Delaware corporation (the "Assignee").

RECITALS:

- A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and
- B. Assignor owns the trademarks set forth on Schedule A attached hereto (the "Trademark"), and, pursuant to the Purchase Agreement, Assignor wishes to transfer to Assignee the Trademark, and Assignee wishes to acquire the Trademark.
- C. Unless otherwise defined herein, capitalized terms shall have the respective meanings assigned to them in the Purchase Agreement.

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

- Assignment of Rights.** Assignor hereby assigns to Assignee all rights, title, and interests in and to the Trademark and all issuances, extensions and renewals thereof, including, without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark, all rights to sue for infringement (including past infringement) of the Trademark and 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.
- Recordation.** Assignor hereby authorizes the U.S. Patent and Trademark Office, and, as appropriate, the corresponding officials in the several states, to record Assignee as the owner of the Trademark assigned by Assignor to Assignee pursuant to Paragraph 1 and issue in accordance with this Agreement all registrations of such Trademark and all applications for any of the same, which are assigned to Assignee by this Agreement or which relate to the subject matter so assigned. Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.
- Parties in Interest.** This Agreement shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.
- Inconsistent Terms.** In the event that any provision of this Agreement is constructed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling.

5. **Governing Law; Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law provisions. Each party irrevocably submits to the exclusive jurisdiction of the federal or state courts located in the State of New York, with respect to any legal suit, action or proceeding arising out of or based upon this Agreement.

6. **Counterparts; Facsimile/PDF Signature.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may also be executed via facsimile, PDF or other electronic transmission, which shall be deemed an original. Such counterparts may be exchanged by facsimile, PDF or other electronic transmission. Where there is an exchange of executed counterparts by facsimile, PDF or other electronic transmission, each party shall be bound by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SMITH & NEPHEW, INC.

By: J.S.W. _____
Name: Glenn Warner
Title: President AWM

DELCOR ASSET CORPORATION

By: _____
Name:
Title:

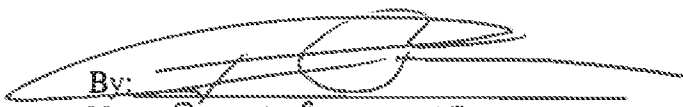
[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SMITH & NEPHEW, INC.

By: _____
Name:
Title:

DELCOR ASSET CORPORATION


By: _____
Name: PEARL PASCHETTE
Title: PRESIDENT

Schedule A to Assignment of Trademark

Trademark	Filing Date	Serial Number	Registration No.	Registration Date
Prudoxin	January 31, 2000	75-906,344	2,483,698	August 28, 2001