# CH \$40.00 37424

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM346778

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Harvard Drug Group, L.L.C.		07/01/2015	LIMITED LIABILITY COMPANY: MICHIGAN

#### **RECEIVING PARTY DATA**

Name:	Letco Medical, LLC	
Street Address:	1316 Commerce Drive, Northwest	
City:	Decatur	
State/Country:	ALABAMA	
Postal Code:	35601	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3742430	LETCO

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: trademarks@dechert.com, erin.reimer@dechert.com

Correspondent Name: Glenn A. Gundersen Address Line 1: 2929 Arch Street Gira Control

Address Line 2: Cira Centre

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	135553
NAME OF SUBMITTER:	Erin Reimer
SIGNATURE:	/Erin Reimer/
DATE SIGNED:	07/02/2015

## **Total Attachments: 5**

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### RECORDABLE CONFIRMATION OF TRADEMARK ASSIGNMENT

This RECORDABLE CONFIRMATION OF TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>") is made as of July 1, 2015 (the "<u>Effective Date</u>") by and between The Harvard Drug Group, L.L.C., a limited liability company organized under the laws of Michigan ("<u>Assignor</u>") and Letco Medical, LLC, a limited liability company organized under the laws of Delaware ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee have entered into that certain Letco Separation Agreement, dated as of July 1, 2015, by and among Assignor, HDG Acquisition, Inc., Generic Drug Holdings, Inc., Assignee and Letco Medical Holdings, LLC (the "Assignment Agreement"), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation the Assigned Marks (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize, and record the assignment of the Assigned Marks to Assignee as set forth in the Assignment Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Assignment Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

- 1. Assignor does hereby confirm that it has irrevocably contributed, transferred, assigned and delivered, and hereby does contribute, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to the trademark registrations and trademark applications listed on Annex A hereto, together with all registrations and applications for the foregoing, all common law rights in the foregoing, all renewals of the foregoing, all rights to create new trademarks that incorporate the foregoing, all rights to request, apply for, file and register the foregoing; all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation; and all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made (collectively, the "Assigned Marks").
- 2. Assignor promptly shall execute such documents, and do and perform such acts and things as Assignee may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation executing such other documents as may be required to give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Assigned Marks worldwide.
- 3. Assignor hereby authorizes and requests an official of the United States Patent and Trademark Office, and any official of any country foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on

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applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof. This Trademark Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

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"ASSIGNEE":

Letco Medical, LLC

By:
Name: Bill Peters
Title: Senior Executive Vice President

"ASSIGNOR"

The Harvard Drug Group, L.L.C.

By:
Name: Doug Bowman
Title: Chief Operating Officer

The undersigned parties, by their authorized representatives, have executed this

Recordable Confirmation of Trademark Assignment as of the date first written above:

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The undersigned parties, by their authorized representatives, have executed this Recordable Confirmation of Trademark Assignment as of the date first written above:

"ASSIGNEE":	Letco Medical, LLC		
	Ву:		
	Name: Bill Peters		
	Title: Senior Executive Vice President		
"ASSIGNOR"	The Harvard Drug Group, L.L.C.		
	By: Day Bon		
	Name: Doug Bowman		
	Title: Chief Operating Officer		

[Signature page to Recordable Confirmation of Trademark Assignment]

# ANNEX A

# **ASSIGNED MARKS**

COUNTRY OR STATE	MARK	REG. NO.	REG. DATE
U.S.	LETCO	3742430	01/26/2010
North Dakota	LETCO MEDICAL	26284600	11/12/2009
Alabama	LETCO MEDICAL	110843	01/08/2008

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**RECORDED: 07/02/2015** 

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