

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355703

<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>
Atley Pharmaceuticals, Inc.		09/19/2015	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Craig L. Attkisson		
<b>Street Address:</b>	11160 Broken Bit Lane		
<b>City:</b>	Ashland		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23005		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2475904	ATUSS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046432829		
<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>	804-502-9190		
<b>Email:</b>	rob@mauckbrooke.com		
<b>Correspondent Name:</b>	Robert L. Brooke		
<b>Address Line 1:</b>	416 W. Franklin Street		
<b>Address Line 2:</b>	Mauck & Brooke PLC		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23220		
<b>NAME OF SUBMITTER:</b>	Robert L. Brooke		
<b>SIGNATURE:</b>	/Robert L. Brooke/		
<b>DATE SIGNED:</b>	09/21/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September \_\_\_\_\_, 2015 (the "Effective Date") by and between Atley Pharmaceuticals, Inc., a Virginia corporation in liquidation with offices at 11160 Broken Bit Lane, Ashland, Virginia 23005 ("Assignor"), and Craig L. Attkisson, an individual and Virginia resident whose address is 11160 Broken Bit Lane, Richmond, Virginia 23005 ("Assignee") (collectively, the "Parties").

### WITNESSETH

WHEREAS, Assignor is the owner of the ATUSS mark, including but not limited to the United States registration set forth on Schedule A and incorporated herein by reference (the "Mark");

WHEREAS, Assignor is the owner of all right, title and interest in and to the Mark set forth on Schedule A.

WHEREAS, the Parties desire to enter into this Assignment to effect the transfer of all right, title and interest in and to the Mark to Assignee on a worldwide basis, including but not limited to the registration set forth on Schedule A.

NOW, THEREFORE, in consideration of the premises and mutual covenants and the agreements herein set forth, and in connection with the liquidation of the assets of Assignor and the distribution in liquidation of Assignor's assets to its shareholders, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agrees as follows:

1. Assignor does hereby irrevocably and unconditionally sell, assign, convey, transfer and deliver to Assignee and its successors and assigns, to and for its or their use forever, and Assignee accepts, all of the right, title, and interest in and to the Mark on a worldwide basis, including but not limited to the registration set forth on Schedule A, together with the goodwill associated with the Mark that Assignor and its licensees have developed in the Mark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees and legal representatives, as such rights would have been held and enjoyed by the Assignor had this Assignment not been made. For the avoidance of doubt, the rights and goodwill hereby assigned to Assignee include any and all common law rights of the Assignor in the Marks.
2. Assignee shall have right to apply to register for the Mark in any and all countries, and shall have the right to extend, renew, maintain, defend and enforce any and all registrations resulting therefrom. Assignor hereby agrees to execute any documents and/or instruments and perform any further reasonable acts that Assignee may request from time to time to ensure that all right, title and interest in and to the Mark that are intended to be transferred to Assignee by this Assignment have been transferred, and to enable and assist Assignee to perfect, by registration or otherwise, all rights transferred by this Assignment.

3. The rights assigned hereunder specifically include the right to sue for any and all past, present and future infringements of the Mark, and to receive any and all damages and profits and other remedies for past infringements of the Mark that may be awarded as a result of any such claim. Assignor hereby further agrees to cooperate fully, at Assignee's cost, with Assignee in the enforcement of all causes of action and claims of infringement of the Mark.

4. The terms and provisions of this Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

5. Nothing in this Assignment is intended to or shall confer upon any person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.

6. This Assignment shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of law provisions thereof.


7. This Assignment represents the entire agreement between the Parties regarding the Mark and supersedes any previous agreement or discussion between the Parties.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed and delivered as of the Effective Date.

ATLEY PHARMACEUTICALS, INC.

By:   
Craig L. Attkisson  
President

Acknowledged by:

CRAIG L. ATTKISSON  
  
Craig L. Attkisson

SCHEDULE A

Trademarks

1. ATUSS

U.S. Trademark Registration Number: 2,475,904

Registration Date: August 7, 2001

International Class: 005

Goods and Services: Pharmaceutical preparations, namely decongestants, expectorants, antihistamines and preparations for the treatment of cold and cough