

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Craig L. Attkisson		10/08/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	ABER Pharmaceuticals, LLC		
Street Address:	11160 Broken Bit Lane		
City:	Ashland		
State/Country:	VIRGINIA		
Postal Code:	23005		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2011950	SUDAL	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	8045029190		
Email:	rob@mauckbrooke.com		
Correspondent Name:	Robert L. Brooke		
Address Line 1:	416 West Franklin Street		
Address Line 4:	Richmond, VIRGINIA 23220		
NAME OF SUBMITTER:	Robert L. Brooke		
SIGNATURE:	/Robert L. Brooke/		
DATE SIGNED:	10/14/2015		
Total Attachments: 4			
source=SUDAL - Assignment Image from Attkisson to ABER#page1.tif			
source=SUDAL - Assignment Image from Attkisson to ABER#page2.tif			
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OP \$40.00 2011950

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 8, 2015 (the "Effective Date") by and between Craig L. Attkisson, an individual and Virginia resident whose address is 11160 Broken Bit Lane, Richmond, Virginia 23005 ("Assignor"), and ABER Pharmaceuticals, LLC, a Virginia limited liability company with offices at 11160 Broken Bit Lane, Richmond, Virginia 23005 ("Assignee") (collectively, the Parties").

WITNESSETH

WHEREAS, Assignor is the owner of the SUDAL 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, as a contribution by Assignor to the capital of Assignee, 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 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

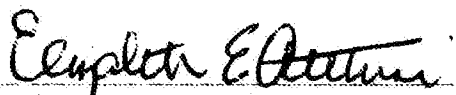
CRAIG L. ATKISSON

By

A handwritten signature in black ink, appearing to read "Craig L. Attkisson", written over a horizontal dotted line.

Acknowledged by:

ABER PHARMACEUTICALS, LLC

By: 
Elizabeth E. Attkisson
Manager

SCHEDULE A

Trademarks

1. SUDAL
U.S. Trademark Registration Number: 2,011,950
Registration Date: October 29, 1996
International Class: 005
Goods and Services: pharmaceutical preparation for the treatment of nasal congestion and respiratory conditions