

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362107

<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>
Iroko Properties Inc.		11/09/2015	COMPANY: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Iroko Pharmaceuticals Puerto Rico Corporation		
<b>Street Address:</b>	268 Munoz Rivera Avenue		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	San Juan		
<b>State/Country:</b>	PUERTO RICO		
<b>Postal Code:</b>	00918		
<b>Entity Type:</b>	CORPORATION: PUERTO RICO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86229067	VIVLODEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8777697945		
<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>	202-626-6433		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Keith Barritt		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440		
<b>ATTORNEY DOCKET NUMBER:</b>	30052-0056001		
<b>NAME OF SUBMITTER:</b>	Keith Barritt		
<b>SIGNATURE:</b>	/Keith Barritt/		
<b>DATE SIGNED:</b>	11/12/2015		
<b>Total Attachments: 3</b>			
source=VIVLODEX trademark assignment Properties to Puerto Rico-duly signed and#page1.tif			
source=VIVLODEX trademark assignment Properties to Puerto Rico-duly signed and#page2.tif			
source=VIVLODEX trademark assignment Properties to Puerto Rico-duly signed and#page3.tif			

CH \$40.00 86229067

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into on the last date of execution below by and among Iroko Properties Inc. ("Iroko BVI" or "Assignor"), a company incorporated under the laws of the British Virgin Islands having an address of Geneva Place, Waterfront Drive, PO Box 3469, Road Town, Tortola, British Virgin Islands and Iroko Pharmaceuticals Puerto Rico Corporation ("Iroko PR" or "Assignee"), a Puerto Rico company having an address of 268 Muñoz Rivera Avenue, Suite 1400, San Juan, PR, 00918.

### RECITALS

WHEREAS, Iroko BVI has certain rights in the VIVLODEX trademark related to a certain pharmaceutical composition; and

WHEREAS, Iroko BVI desires to transfer to Iroko PR certain rights in the VIVLODEX trademark and Iroko PR desires to receive certain rights in the VIVLODEX trademark.

### AGREEMENT

NOW, THEREFORE, in consideration of US\$1.00 and other consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Definitions:
  - (a) "Territory" means the United States of America and its possessions and territories.
  - (b) "Trademark" means the VIVLODEX trademark, including common law rights and rights in U.S. trademark application no. 86229067.
  - (c) "Effective Date" means the later of (i) the date of execution below by all parties with the prior approval of the Agreement by the board of directors of Iroko BVI or (ii) the approval of this fully executed Agreement by the board of directors of Iroko BVI.
2. Assignment. Effective as of the Effective Date, Iroko BVI hereby assigns and transfers to Iroko PR all of its respective rights, title and interest in the Trademark in the Territory, including all rights and obligations thereunder, together with the goodwill of the business symbolized by the Trademark and that portion of the ongoing and existing business of Iroko BVI to which the Trademark pertains, as required under 15 U.S.C. § 1060.
3. Payment. In consideration for the Assignment in Section 2, Iroko PR will pay to Iroko BVI US\$1.00 on the Effective Date.
4. Right to Sue. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademark and to bring any proceeding in the U.S. Patent and Trademark Office for cancelation or opposition or other proceeding in connection with said Trademark. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor and its Affiliates had this assignment not been made.

5. Recordation and Renewal Responsibilities. Assignee will record the assignment of the Trademark with the U.S. Patent and Trademark Office and pay expenses incurred in connection with the recordation of this assignment. The Assignee is responsible for obtaining any assignment documents that may be necessary for the recordation of the assignment of the Trademark and the Assignor hereby undertakes to give its reasonable assistance to the Assignee as to such recordation of the assignment of the Trademark. Assignee will also reimburse Assignor for any trademark renewal fees paid by Assignor after the date of this Agreement pending transfer of the Trademark.
6. Duty to Cooperate. Each Party, upon the written request and at the expense of the other Party, shall provide such reasonable cooperation, shall perform such further reasonable acts, and shall execute and deliver such reasonable documents and affidavits that may be necessary to effect the assignment and transfer of the Trademark in accordance with the intent of this Agreement.
7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware.

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) written below.

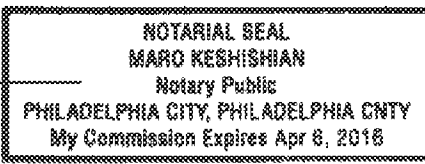
ASSIGNOR:  
IROKO PROPERTIES INC.

Name: Osagie Imasogie  
Title: Director  
Place of Execution: Philadelphia, PA

STATE OF PA )  
 ) ss.  
COUNTY OF PHILADELPHIA

I certify that I know or have satisfactory evidence that OSAGIE IMASOGIE is the person who appeared before me, and said person acknowledged that said person signed this instrument and on oath stated that said person was authorized to execute the instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_  
Notary Public  
[Seal or Stamp]  
Maro Keshishian  
[Printed Name]  
My appointment expires APRIL 6, 2016



ASSIGNEE:  
IROKO PHARMACEUTICALS PUERTO RICO  
CORPORATION

Name: Fred Krieger  
Title: CFO  
Place of Execution: PHILADELPHIA

STATE OF PA )  
 ) ss.  
COUNTY OF Philadelphia

I certify that I know or have satisfactory evidence that Fred Krieger is the person who appeared before me, and said person acknowledged that said person signed this instrument and on oath stated that said person was authorized to execute the instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11/9/15  
Notary Public  
[Seal or Stamp]  
Maritza Cruz  
[Printed Name]  
My appointment expires February 26, 2018

