

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364707

<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>
FDS Acquisition, Inc.		12/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WellSpring Pharmaceutical Corporation		
<b>Street Address:</b>	5911 N. Honore Avenue, Suite 211		
<b>City:</b>	Sarasota		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34243		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0831204	FDS	
<b>Registration Number:</b>	0863268	FDS	
<b>Registration Number:</b>	4580860	FDS	
<b>Registration Number:</b>	4598157	FDS PERSONALS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7322246599		
<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>	7327413900		
<b>Email:</b>	kanderson@ghclaw.com		
<b>Correspondent Name:</b>	Kurt E. Anderson, Giordano, Halleran & C		
<b>Address Line 1:</b>	125 Half Mile Road, Suite 300		
<b>Address Line 4:</b>	Red Bank, NEW JERSEY 07701		
<b>ATTORNEY DOCKET NUMBER:</b>	11696-0009		
<b>NAME OF SUBMITTER:</b>	Kurt E. Anderson		
<b>SIGNATURE:</b>	/Kurt E. Anderson/		
<b>DATE SIGNED:</b>	12/04/2015		
<b>Total Attachments: 10</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made as of December 2, 2015, by FDS ACQUISITION, INC., a Delaware corporation (“Assignor”) in favor of WELLSPRING PHARMACEUTICAL CORPORATION, a Delaware corporation (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, effective as of the date hereof, by and between Assignor, Assignee and Inspired Beauty Brands, Inc. (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all of Assignor’s right, title and interest in, to and under the trademarks set forth on Schedule A and Schedule B, (collectively, the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks, and the parties wish to record such acquisition in the United States Patent and Trademark Office (the “PTO”) and corresponding Governmental Entities in any other applicable jurisdiction; and

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor hereby sells, conveys, assigns, and transfers to Assignee all of Assignor’s right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, which may include applications filed on the basis of applicant’s bona fide intent to use the subject marks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with the right to collect royalties, products and proceeds in connection with any of the foregoing and the right to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation thereof and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

2. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the PTO or other Governmental

Entities, and the parties hereby authorize the PTO or such other Governmental Entities to record this Agreement.

3. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as necessary or as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder.

4. Successors. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement.

6. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement (and all schedules and exhibits hereto) will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by its authorized representative as of the day and year first above written.

**ASSIGNOR:**

**FDS ACQUISITION, INC.**

By: 

Name: PETER LAFELLE

Title: EXECUTIVE CHAIRMAN

**ASSIGNEE:**

**WELLSPRING PHARMACEUTICAL  
CORPORATION**

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by its authorized representative as of the day and year first above written.

**ASSIGNOR:**

**FDS ACQUISITION, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

**WELLSPRING PHARMACEUTICAL  
CORPORATION**

By: W. Prudeo  
Name: WENDY STASKO  
Title: PRESIDENT

**Schedule A**

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
FDS	Argentina	2493858	2721944	Registered
FDS	Australia	1610120	1610120	Registered
FDS	Bahrain	7579	4627	Registered
FDS	Bolivia	19548	62942	Registered
FDS	Bosnia & Herzegovina	BAZR983087A	BAZR983087	Registered
FDS	Canada	351980	190524	Registered
FDS	Canada	301178	157926	Registered
FDS (Stylised)	Chile	604636	668729 (1125507)	Registered
FDS	Croatia	Z932143N	Z932143	Registered
FDS	CTM	752840	752840	Registered
FDS	Dominica	14171972	14171972	Registered
FDS	Honduras	2014003771	2014003771	Pending
FDS	Honduras		17628	Registered
FDS	Hong Kong	1998B09557	1998B09557	Registered
FDS	Kuwait	6032	5460	Registered
FDS	Kuwait	6033	5461	Registered
FDS	Montenegro	Z92670	05568	Registered
FDS	Norway	111214	87004	Registered
FDS	Peru	180595	76796	Registered
FDS	Puerto Rico	7146	19774	Registered

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
FDS	Serbia	Z92670	20151	Registered
FDS	South Africa	B1972/01466	B721466	Registered
FDS	Spain	1025967	1025967	Registered
FDS	St. Kitts Nevis		2491	Registered
FDS	Taiwan	61001621	61080	Registered
FDS	United States of America	72/256,792	831204	Registered
FDS	United States of America	72/300,507	863268	Registered
FDS	United States of America	85/761,657	4580860	Registered
FDS PERSONALS	United States of America	85/889,897	4598157	Registered



**Schedule B**

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
FDS	Antigues & Barbuda		1695	Registered
FDS	Aruba	VM95122150	12904	Registered
FDS (Stylized) & Device	Austria	AM270071	71492	Registered
FDS	Bahamas	4957	4957	Registered
FDS (Stylized) & Device	Barbados	99183022	8112949	Registered
FDS	Benelux	556886	82337	Registered
FDS	Botswana	SA5835	SA5835	Registered
FDS	Brazil	006149960	006149960	Registered
FDS (Stylized)	Brazil	820038253	820038253	Registered
FDS	Brazil	006042627	006042627	Registered
FDS	Burundi		967-BUR	Registered
FDS	Chile	419086	332788 (520112)	Registered
FDS	China	970057936	1214171	Registered
FDS	Columbia	285953	130055	Registered
FDS	Costa Rica	20063981	196163	Registered
FDS	Curacao	D3652	3413	Registered
FDS	Czech Republic	46082	162430	Registered
FDS	Ecuador	20284	197	Registered
FDS	Egypt	47830	47830	Registered

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
FDS	El Salvador	73/108	20140210239	Registered
FDS	France	811602	1368669	Registered
FDS	Guatemala	119008	19902	Registered
FDS	Guinea	74	74	Registered
FDS FEMININE HYGIENE DEODORANT SPRAY (Stylized) & Device	Guyana	6719A	6719A	Registered
FDS	Haiti	27/avr/1972	168 Reg. 136	Registered
FDS	India	1352873	1352873	Registered
FDS	India	1352874	1352874	Registered
FDS	Israel	34959	34959	Registered
FDS (Stylized) & Device	Jamaica	TM3605	13140	Registered
FDS	Japan	201051380	2255109	Registered
FDS (Stylized) & Device	Jordan	13050	13050	Registered
FDS	Kenya		KET1972019333 6	Registered
FDS	South Korea	6571992	27286	Registered
FDS	Lesotho	LSM9100601	LSM9100601	Registered
FDS	Liberia		6597/138	Registered
FDS	Libya	15422	15422	Registered
FDS	Libya	15421	15421	Registered
FDS (Stylized) & Device	Malaysia	M056925	M056925	Registered

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
FDS	Morocco	3920	R8145	Registered
FDS	Morocco	221	48710	Registered
FDS	Namibia	B791033	B791033	Registered
FDS (Stylized) & Device	New Zealand	B83473	83473	Registered
FDS (Stylized) & Device	New Zealand	B99859	99859	Registered
FDS	Nicaragua	1910020627	20627	Registered
FDS & Device	Pakistan	47049	47049	Registered
FDS	Panama	24429	24419	Registered
FDS	Paraguay	52439	366053	Registered
FDS	Paraguay	52440	366054	Registered
FDS	Poland	71095	50799	Registered
FDS	Portugal	159632	159632	Registered
FDS & Device	Samoa	546	546	Registered
FDS	Slovak Republic	46082	162430	Registered
FDS	Slovenia	Z7080926	7080926	Registered
FDS Label	Sri Lanka	28935	28935	Registered
FDS	St. Maarten	D3652	02932	Registered
FDS (Stylized) & Device	Sweden	72-1553	140819	Registered
FDS (Stylized) & Device	Switzerland	031231991	389787	Registered
FDS	Tunisia	EE020934	EE020934	Registered
FDS	Turkey	22884	127567	Registered

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>
FDS	Uganda	10027	10027	Registered
FDS	Venezuela	6174	F102163	Registered
FDS	Venezuela	1967005646	F060390	Registered
FDS	Vietnam	4200621885	101480	Registered
FDS FEMININE HYGIENE DEODORANT SPRAY (Stylized) & Device	Zambia	210/72	210/72	Registered