

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prometheus Laboratories Inc.		11/24/2014	COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	County Line Pharmaceuticals, LLC		
Street Address:	13890 Bishops Drive, Suite 410		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53005		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1090154	TRANDATE	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	414-273-3500		
Email:	alandsman@gklaw.com		
Correspondent Name:	Andrew C. Landsman; Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	073813-0005		
NAME OF SUBMITTER:	Andrew C. Landsman		
SIGNATURE:	/Andrew C. Landsman/		
DATE SIGNED:	12/14/2015		
Total Attachments: 4			
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ASSIGNMENT OF PRODUCT MARK

THIS ASSIGNMENT OF PRODUCT MARK (this "Agreement") is effective as of November 24, 2014 (the "Effective Date") by and between Prometheus Laboratories Inc., a California corporation (hereinafter referred to as the "Assignor"), and County Line Pharmaceuticals, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Assignee"). Each of Assignor and Assignee, as applicable, is sometimes referred to herein, individually, as a "Party" and, collectively as the "Parties".

WHEREAS, Assignor and Assignee are Parties to that certain Purchase Agreement dated March 7, 2013 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume all of the Assignor's right, title and interest in and to the trademark "Trandate" and related registrations listed in Annex A hereto (the "Trademark").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby assigns to the Assignee, and the Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademark and all goodwill related thereto.
2. Assignor hereby divests itself of any and all rights it had in and to the Trademark and conveys them to Assignee, who shall hold such rights in place of Assignor, enjoying and benefiting from any and all the rights to the Trademark to the same extent as the Assignor would have enjoyed and benefited therefrom and taking Assignor's place in any and all claims, actions and obligations which may derive therefrom or relate thereto, including but not limited to claims for infringement or violation of the Trademark that relate to actions that occurred prior to the Effective Date.
3. Assignee shall henceforth have the right to use or make any other disposal of the Trademark without any further claim on the part of the Assignor in any event or at any time.
4. Assignee shall be solely responsible for registering, recording or taking any other steps necessary to perfect this assignment of the Trademark to Assignee.
5. This Agreement, together with the Purchase Agreement, constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes all previous communications, whether oral or written, between the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties, with respect to the subject matter of this Agreement.

This Agreement (including any claim or controversy arising out of or relating to this Agreement) and all amendments, modifications, alterations or supplements hereto shall be governed by the law of the State of California without regard to conflict of law principles that would result in the application of any law other than the law of the State of California. Any amendments,

modifications, alterations, or supplements to this Agreement shall be made in writing to be legally effective.

6. If any one or more provisions of this Agreement is or becomes invalid, the Parties agree to replace said provisions with valid provisions that approximate, as closely as possible, the intent of the original provision. If the Parties cannot agree on one or more replacement provisions, the invalidity of any one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such material importance to the Agreement that it is reasonable to assume that the Parties would not have executed the Agreement without them.

7. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in copies on their behalf by their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor:

By: _____

Name: Cathy Kerzner

Title: President & CEO

For and on behalf of the Assignee:

By: _____

Name: Richard D. Losiniecki

Title: President and CEO

Approved By
Prometheus Legal Dept.

ATZ

Approved By
Prometheus Finance Dept.

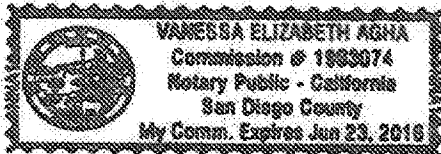
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO:

On November 24, 2014, before me, Vanessa Elizabeth Agha, notary public, personally appeared Cathy Kerzner, President and Chief Executive Officer of Prometheus Laboratories Inc., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Vanessa Elizabeth Agha (SEAL)
Notary Public



ANNEX A
TRADEMARKS

Trademark	Registration No.	Class
Trandate	1090154	5

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