

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366418

<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>
Bayer Healthcare LLC		12/16/2015	LIMITED LIABILITY COMPANY: 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: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0800495	BACTINE	
<b>Registration Number:</b>	2599688		
<b>Registration Number:</b>	2606065		
<b>Registration Number:</b>	0525085	BACTINE	
<b>Registration Number:</b>	2504774	BACTINE	
<b>Registration Number:</b>	0800199	BACTINE	
<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>	732-741-3900		
<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>	12/18/2015		

CH \$165.00 0800495

**Total Attachments: 6**

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## TRADEMARK AND DOMAIN ASSIGNMENT AGREEMENT

This Trademark and Domain Assignment ("**Assignment**") is entered into this 16th day of December, 2015 ("**Assignment Effective Date**"), by and between Bayer HealthCare LLC, a Delaware limited liability company ("**Assignor**"), and Wellspring Pharmaceutical Corporation, a Delaware corporation ("**Assignee**"). Each of Assignor and Assignee is sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**."

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of December 16, 2015 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to, among other things, sell, convey, transfer, assign and deliver to the Assignee all of Assignor's right, title, and interest in, to and under all the trademarks, service marks, internet domains and registrations and/or applications ("Trademarks") set forth on Exhibit A, together with all of the goodwill associated with any and all of the foregoing.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.

2. Transfer of Trademarks. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns, all of Assignor's right, title, and interest in, to and under the Trademarks (including, without limitation, 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, and any priority right that may arise from any such Trademarks), together with all of the goodwill associated with any and all of the foregoing, including any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, unfair competition, dilution, misappropriation and any other violations of the Trademarks, the right to sue for, collect, recover, receive and retain all damages, profits, costs, fees, proceeds and other remedies associated therewith, the right to collect, receive and retain all income, royalties, proceeds, damages and payments now or hereafter due or payable with respect to the Trademarks, and all rights to file for and maintain registrations for the Trademarks, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

3. Further Assurances. Assignor shall, for no additional consideration, execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed manually or by facsimile or electronic signature by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Party. Assignee shall have the right to retain the Assignor's manual signature version.

6. Governing Law. This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of New York without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of New York.

7. Successors; Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Assignor and Assignee.

8. Headings. The headings of the sections and subsections of this Assignment are inserted for convenience only and shall not affect the construction or interpretation of this Assignment.

9. Effectiveness. This Assignment shall be effective as of the Assignment Effective Date.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have executed this Trademarks Assignment effective as of the Assignment Effective Date.

**ASSIGNOR:**

BAYER HEALTHCARE LLC

By Natalie A. Bartner

Name: Natalie Bartner

Title: President, Consumer Care North America

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark and Domain Assignment Agreement effective as of the Assignment Effective Date.

**ASSIGNEE:**

WELLSPRING PHARMACEUTICAL  
CORPORATION

By 

Name: Wendy Shusko

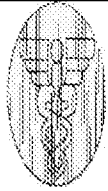
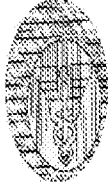
Title: President

## Exhibit A

### Trademarks and Domains

#### List of Trademarks and Domains

<u>Trademark</u>	<u>Image</u>	<u>Country</u>	<u>Classes</u>	<u>Application No</u>	<u>Application Date</u>	<u>Registration No</u>	<u>Registration Date</u>	<u>Status</u>
BACTINE		African Union (OAPI)	05			32441	09/18/1992	Registered
BACTINE		Argentina	05	2779356	11/14/2007	2393429	09/17/2010	Registered
BACTINE		Bangladesh	05			4209	05/05/1972	Registered
BACTINE		Benelux	05			82757	12/17/1971	Registered
BACTINE		Bermuda	05			2610	04/14/1978	Registered
BACTINE		Canada	05			UCA34754	10/15/1979	Registered
BACTINE		Chile	05			930673	02/23/1971	Registered
BACTINE		Costa Rica	05			12725	10/27/1965	Registered
BACTINE		Curacao	05	200236	03/07/2002	08387	09/24/2002	Registered
BACTINE		Denmark	05			VR196501006	04/24/1975	Registered
BACTINE		Egypt	05			21401	04/08/1970	Registered
BACTINE		El Salvador	05			18612/743	11/15/1970	Registered
BACTINE		Finland	05			43353	10/06/1974	Registered
BACTINE		France	05			1568960	01/08/1980	Registered
BACTINE		Guatemala	05			16360	11/15/1975	Registered
BACTINE		Honduras	05			5753	09/01/1960	Registered
BACTINE		Hong Kong	05		04/06/1950	19501031	04/06/1964	Registered
BACTINE		India	05		04/21/1950	143263	04/21/1950	Registered
BACTINE		Nicaragua	05			6261	05/23/1950	Registered
BACTINE		Pakistan	05		05/05/1950	10801	05/05/1957	Registered
BACTINE		Panama	05			3252	03/12/1971	Registered
BACTINE		Portugal	05			166416	01/02/1961	Registered
BACTINE		Puerto Rico	05			7844	09/29/1970	Registered
BACTINE		Singapore	05			12350	04/11/1971	Registered
BACTINE		St. Maarten	05	SVD-12178	03/06/2012	07029	03/06/2012	Registered
BACTINE		Switzerland	05			380871	04/10/1970	Registered
BACTINE		United Kingdom	05	852663	08/09/1963	852663	08/09/1963	Registered
BACTINE		United States of America	05	72/201720	09/11/1964	800495	12/14/1965	Registered

BACTINE (logo, coloured)		United States of America	05	78/075343	07/24/2001	2599688	07/23/2002	Registered
BACTINE (logo, coloured, red)		United States of America	05	78/075345	07/24/2001	2606065	08/06/2002	Registered
BACTINE		United States of America	05	71/570426	12/13/1948	525085	05/09/1950	Registered
BACTINE		United States of America	05	78/036938	11/29/2000	2504774	11/06/2001	Registered
BACTINE		United States of America	05	72/201719	09/11/1964	800199	12/14/1965	Registered
BACTINE		Uruguay	05			406822	05/09/1969	Registered
BACTINE		Venezuela	05			23649	11/22/1950	Registered

Domain Name	First Registration Date	Renewal Date	AdminC	Admin Email	TechC	Registrant	Associated Product
bactine.com	1996-02-22	2017-02-23	Bayer Corporation	WebDomain Admin@bayer.com	Corporation Service Company	Bayer Corporation	Bactine