

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378102

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	04/01/2015
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Christopher Herrera		04/01/2015	INDIVIDUAL: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Jaguar Therapeutics, LLC
<b>Street Address:</b>	3305 Rice Street
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33133
<b>Entity Type:</b>	Limited Liability Company: FLORIDA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Serial Number:</b>	86134614	JAGUAR PT

## CORRESPONDENCE DATA

Fax Number: 8324232529

*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.*

Phone: 8324232529

Email: rjm@jmaplesandassociates.com

Correspondent Name: Rashida J Maples

Address Line 1: 1-50 50th Avenue

Address Line 2: 2209

Address Line 4: Long Island City, NEW YORK 11101

<b>NAME OF SUBMITTER:</b>	Rashida Maples
<b>SIGNATURE:</b>	/rashidamaples/
<b>DATE SIGNED:</b>	03/28/2016

## Total Attachments: 4

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OP \$40.00 86134614



## TRADEMARK ASSIGNMENT AGREEMENT

### (NUNC PRO TUNC)

This Nunc Pro Tunc Trademark Assignment Agreement (the "**Agreement**") is entered into and effective this 1st day of April, 2015 (the "**Effective Date**") by and between Christopher Herrera, an individual with an address of 3305 Rice Street Miami, Florida 33133 ("**Assignor**") and Jaguar Therapeutics, LLC, a limited liability corporation duly organized and existing under the laws of the State of Florida and having its principal place of business at 3305 Rice Street Miami, Florida 33133 ("**Assignee**").

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A or otherwise known as "Jaguar PT" and also "Jaguar PT Rehab" associated with the Jaguar brands (collectively the "**Marks**");

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Marks;

(ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity other than Jaguar Therapeutics Franchising, LLC;

(iv) there are no liens or security interests against the Marks;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Organization or Articles of Organization.

3. Assignor shall execute and deliver to Assignee a Trademark Assignment. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

Christopher Herrera

By: 

ASSIGNEE:

Jaguar Therapeutics, LLC

By: 

Name: Christopher Herrera

Title: Chief Executive Officer

EXHIBIT A

# Jaguar PT Rehab

<b>Word Mark</b>	<b>JAGUAR PT REHAB</b>
<b>Goods and Services</b>	IC 044. US 100 101. G & S: Physical therapy. FIRST USE: 20091114. FIRST USE IN COMMERCE: 20091114
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	86135667
<b>Filing Date</b>	December 5, 2013
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	May 20, 2014
<b>Registration Number</b>	4635815
<b>Registration Date</b>	November 11, 2014
<b>Owner</b>	(REGISTRANT) Herrera, Christopher INDIVIDUAL UNITED STATES 3187 Lamb Court Miami FLORIDA 33133
<b>Attorney of Record</b>	Rashida Maples
<b>Disclaimer</b>	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "PT REHAB" APART FROM THE MARK AS SHOWN
<b>Type of Mark</b>	SERVICE MARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

EXHIBIT A

Cont'd

# Jaguar PT

**Word Mark** JAGUAR PT  
**Goods and Services** IC 044. US 100 101. G & S: Medical, physical rehabilitation and physical therapy services. FIRST USE: 20070910. FIRST USE IN COMMERCE: 20070910  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 86134614  
**Filing Date** December 4, 2013  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** May 20, 2014  
**Registration Number** 4635812  
**Registration Date** November 11, 2014  
**Owner** (REGISTRANT) Herrera, Christopher INDIVIDUAL UNITED STATES 3187 Lamb Court Miami FLORIDA 33133  
**Attorney of Record** Rashida Maples  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "PT" APART FROM THE MARK AS SHOWN  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE