

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Summit Industries, Inc.		06/04/2015	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Santus, LLC		
Street Address:	5550 W. Executive Dr., Suite 230		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4172566	LANOGUARD	
Registration Number:	1851281	LANTISEPTIC	
Registration Number:	0622573	BOROLEUM	
Registration Number:	4684338	CALDAZINC	
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<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:	8132217424		
Email:	kturilli@slk-law.com		
Correspondent Name:	Christina Nethero/Shumaker, Loop & Kendr		
Address Line 1:	101 East Kennedy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	S51576-173187		
NAME OF SUBMITTER:	Christina C. Nethero		
SIGNATURE:	/Christina C. Nethero/		
DATE SIGNED:	04/21/2016		
Total Attachments: 9			
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ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (“Assignment”), made as of this 4th day of June, 2015, is by and between Summit Industries, Inc., a Georgia corporation (“Assignor”), and santus, LLC a Delaware limited liability company (“Assignee”).

WITNESSETH:

WHEREAS, Assignor, Assignee, and Michael J. Musso have entered into that certain Asset Purchase Agreement, dated of even date herewith (the “Agreement”) pursuant to which Assignee purchased certain assets and liabilities of Assignor used in Assignor’s over-the-counter incontinence skincare product division; and

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the Proprietary Rights (as defined in the Agreement), including but not limited to those trademark registrations and applications set forth in Exhibit A hereto; and

WHEREAS, under the terms of the Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, the Proprietary Rights, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for the consideration recited in the Agreement and the premises, agreements, covenants and provisions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and delivers to Assignee its entire right, title and interest in and to the Proprietary Rights and Assignee hereby accepts all of Assignor's right, title and interest in and to the Proprietary Rights.

2. Upon Assignee's request, Assignor will execute any and all instruments reasonably necessary to effectuate the intent of Section 1 hereof in order to confirm and secure the assignment of Assignor's entire right, title and interest in and to the Proprietary Rights. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

3. Assignor acknowledges that Assignee is relying upon Assignor's representations, warranties, covenants, agreements and indemnities made in the Agreement with respect to the Proprietary Rights as an inducement to entering into this Assignment. The representations, warranties, covenants, agreements and indemnities contained in the 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 Agreement and the terms of this Assignment, the terms of the Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts (and by facsimile or electronic transmission), each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the day first written above.

ASSIGNOR:

Summit Industries, Inc.,
a Georgia corporation

By: Michael J Musso
Name: Michael J. Musso
Title: President

ASSIGNEE:

santus, LLC,
a Delaware limited liability company

By: _____
Name: Terry Conrad
Title: Interim President and Chief Executive Officer

[Signature Page to Assignment of Proprietary Rights]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the day first written above.


ASSIGNOR:

Summit Industries, Inc.,
a Georgia corporation

By: _____
Name: Michael J. Musso
Title: President

ASSIGNEE:

santus, LLC,
a Delaware limited liability company

By:  _____
Name: Terry Conrad
Title: Interim President and Chief Executive Officer

[Signature Page to Assignment of Proprietary Rights]

TRADEMARK
REEL: 005775 FRAME: 0351

EXHIBIT A

TRADEMARKS

Mark	Country	Status	Application No.	Filing date	Registration No.	Registration Date
LANOGUARD	US	Registered	85/273,511	22-Mar-2011	4,172,566	10-Jul-2012
LANTISEPTIC	US	Registered	74/450,910	25-Oct-1993	1,851,281	30-Aug-1994
BOROLEUM	US	Registered	71/689245	9-Jun-1955	622573	6-Mar-1956

FIRST AMENDMENT TO ASSIGNMENT OF PROPRIETARY RIGHTS

This FIRST AMENDMENT TO ASSIGNMENT OF PROPRIETARY RIGHTS (this “**Amendment**”) effective as of February 9, 2016 (the “**Effective Date**”), is made with respect to that certain Assignment of Proprietary Rights dated as of June 4, 2015 (the “**Agreement**”) by and between Summit Industries, Inc. a Georgia corporation (the “**Assignor**”) and Santus, LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, Assignor and Assignee desire to modify and amend the Agreement pursuant to the terms and conditions set forth herein; and

WHEREAS, terms not otherwise defined herein shall have the meaning set forth in the Agreement.

NOW, THEREFORE, Assignor and Assignee, intending to be legally bound, hereby agree, as follows:

I. Amendment to Agreement. Exhibit A to the Agreement is hereby amended in its entirety and replaced with Exhibit A attached hereto.

II. Miscellaneous.

1. The terms and provisions of this Amendment control, supersede and amend any conflicting terms and provisions contained in the Agreement. Except for the express modifications made in this Amendment, the Agreement continues in full force in effect. All references to the Agreement shall be deemed references to the Agreement as supplemented and modified hereby.

2. This Amendment may be executed in one or more counterparts and by facsimile or other electronic transmission, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]


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TRADEMARK
REEL: 005775 FRAME: 0353

IN WITNESS WHEREOF, the undersigned parties have signed this Amendment as of the day and year first above written.

ASSIGNOR:

Summit Industries, Inc.,
a Georgia corporation

By: 
Name: Robert H. Bennett
Title: Interim President

ASSIGNEE:

Santus, LLC,
a Delaware limited liability company

By: _____
Name: Zubin Meshginpoosh
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO FIRST AMENDMENT TO ASSIGNMENT OF PROPRIETARY RIGHTS]

IN WITNESS WHEREOF, the undersigned parties have signed this Amendment as of the day and year first above written.

ASSIGNOR:

Summit Industries, Inc.,
a Georgia corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

Santus, LLC,
a Delaware limited liability company

By: 
Name: Zubin Meshgimpooosh
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO FIRST AMENDMENT TO ASSIGNMENT OF PROPRIETARY RIGHTS]

EXHIBIT A

TRADEMARKS

Mark	Country	Status	Application No.	Filing date	Registration No.	Registration Date
LANOGUARD	US	Registered	85/273,511	22-Mar-2011	4,172,566	10-Jul-2012
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BOROLEUM	US	Registered	71/689245	9-Jun-1955	622573	6-Mar-1956
CALDAZINC	US	Registered	86/307,885	12-Jun-2014	4,684,338	10-Feb-2015