

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384304

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900363503		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shionogi Inc		03/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pragma Pharmaceuticals		
Street Address:	134 Birch Hill Rd		
City:	Locust Valley		
State/Country:	NEW YORK		
Postal Code:	11560		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0881598	KEFLEX	
Registration Number:	3354517		
Registration Number:	3259839	KEFLEX 250 MG	
Registration Number:	3259840	KEFLEX 500 MG	
Registration Number:	3259841	KEFLEX 750 MG	
CORRESPONDENCE DATA			
Fax Number:	5162771451		
<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:	516 277 1449		
Email:	susan@ferapharma.com		
Correspondent Name:	Pragma Pharmaceuticals		
Address Line 1:	134 Birch Hill Rd		
Address Line 4:	Locust Valley, UNITED STATES 11560		
NAME OF SUBMITTER:	Frank DellaFera		
SIGNATURE:	/frank dellafera/		
DATE SIGNED:	05/13/2016		

Total Attachments: 5

source=Trademark Assignment- FULLY EXECUTED#page1.tif

source=Trademark Assignment- FULLY EXECUTED#page2.tif

source=Trademark Assignment- FULLY EXECUTED#page3.tif

source=Trademark Assignment- FULLY EXECUTED#page4.tif

source=Trademark Assignment- FULLY EXECUTED#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made effective as of March 31, 2016 by and between **Shionogi Inc.**, a Delaware corporation with an address at 300 Campus Drive, Florham Park, NJ 07932 ("Assignor") and **Pragma Pharmaceuticals, LLC**, a New York limited liability company with an address at 134 Birch Hill Road, Locust Valley, NY 11560 ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), providing for, among other things, the sale to Assignee by Assignor all of Assignor's right, title and interest in the U.S. registered trademarks set forth on Schedule A hereto (collectively, the "Keflex Trademarks"); and

WHEREAS, in accordance therewith, Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Keflex Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Keflex Trademarks, together with the goodwill associated therewith and which is symbolized thereby, all rights to bring an action, whether at law or in equity, for infringement, misappropriation, or misuse of the Keflex Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Keflex Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future letters, notices and any other communications and documents bearing on the Keflex Trademarks.

The rights and obligations of the parties will be governed by, and this Trademark Assignment will be interpreted, construed and enforced in accordance with, the laws of the State of New Jersey, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Each of the parties hereto covenants and agrees to do, execute, acknowledge and deliver, at the reasonable request of the other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignment contemplated by this Trademark Assignment.

Should any part of this Trademark Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Trademark Assignment had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in its entirety, but rather shall be observed and performed by the parties to the extent such provision is valid and enforceable.

This Trademark Assignment is subject to and limited by the terms and provisions of the Asset Purchase Agreement, and in the event of any conflict between this Trademark Assignment and the Asset Purchase Agreement, the terms, provisions and limitations of the Asset Purchase Agreement shall control. Notwithstanding anything to the contrary in this Trademark Assignment, nothing herein is intended to, nor shall it, enlarge, modify or otherwise alter the representations, warranties, rights, remedies, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

This Trademark Assignment may be signed in any number of counterparts, including by facsimile copies or by electronic scan copies delivered by email, each of which will be deemed an original, and all of which will constitute one and the same instrument. Delivery of an executed counterpart signature page by facsimile or by electronic scan copies delivered by email is as effective as executing and delivering this Trademark Assignment in the presence of the other party to this Trademark Assignment. This Trademark Assignment is effective upon delivery of one executed counterpart from each party to the other party.

This Trademark Assignment may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Trademark Assignment may be changed, modified or terminated only by an agreement in writing signed by the Assignor and Assignee.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

SHIONOGI INC.

By: [Signature]

Name: John Keller, Ph.D.

Title: President + Chief Executive Officer

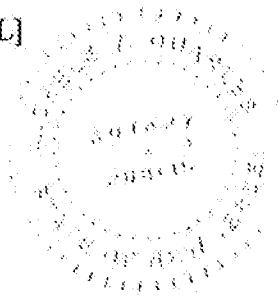
STATE OF New Jersey)
)ss.
COUNTY OF Moeris)

On March 31, 2016, before me, the undersigned, a Notary Public in and for such State, personally appeared JOHN KELLER, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

[SEAL]



My Commission expires on:

MICHELE V. QUARLES
Notary Public, State of New Jersey
My Commission Expires
April 16, 2019

[Signature Page to Trademark Assignment]

ASSIGNEE:

PRAGMA PHARMACEUTICALS, LLC

By: Janet DellaFera CEO

Name:

Title:

STATE OF New York)
)ss.
COUNTY OF Nassau)

On March 31, 2016, before me, the undersigned, a Notary Public in and for such State, personally appeared Janet DellaFera, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

Rosanna Santoro

[SEAL]

Notary Public

My Commission expires on: 6/1/19

ROSANNA SANTORO
Notary Public, State of New York
No. 01SA4885456
Qualified in Nassau County
Commission Expires June 01, 2019

SCHEDULE A
KEFLEX TRADEMARKS

U.S. Registered Trademark "KEFLEX 750 MG"; Reg. No. 3259841; Reg. Date July 10, 2007

U.S. Registered Trademark "KEFLEX 500 MG"; Reg. No. 3259840; Reg. Date July 10, 2007

U.S. Registered Trademark "KEFLEX 250 MG"; Reg. No. 3259839; Reg. Date July 10, 2007

U.S. Registered Trademark "KEFLEX"; Reg. No. 0881598; Reg. Date December 2, 1969

U.S. Registered Trademark - green capsule design; Reg. No. 3354517; Reg. Date December 11, 2007