

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DUCERE PHARMA LLC		05/23/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Dr. Reddy's Laboratories, Inc.		
Street Address:	107 College Road East		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1785176	BUFFERIN	
Registration Number:	3897879	BUFFERIN	
Registration Number:	1064290	COMTREX	
Registration Number:	0829017	CRUEX	
Registration Number:	1746288		
Registration Number:	3194129	DOAN'S	
Registration Number:	0316472	NUPERCAINAL	
Registration Number:	4585827	NUPERCAINAL BIO-ACTIVE	
Registration Number:	0716041	MYOFLEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2016455616		
Email:	al@lzlawoffice.com		
Correspondent Name:	Alexander Lazouski		
Address Line 1:	14726 Bowfin Terrace, Suite 1		
Address Line 4:	Lakewood Ranch, FLORIDA 34202		
NAME OF SUBMITTER:	Alexander Lazouski		

OP \$240.00 1785176

SIGNATURE:	/asl/
DATE SIGNED:	06/09/2016
Total Attachments: 4 source=IP Assignment Agreement#page1.tif source=IP Assignment Agreement#page2.tif source=IP Assignment Agreement#page3.tif source=IP Assignment Agreement#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of May 23, 2016, is made by **Ducere Pharma LLC** ("Seller"), a Delaware limited liability company having a place of business at 41 North Main Street, New Hope, PA 18938, in favor of **Dr. Reddy's Laboratories, Inc.** ("Buyer"), a New Jersey corporation having a place of business at 107 College Road East, Princeton, NJ 08540, the purchaser of certain assets of Seller pursuant to Asset Purchase Agreement between Buyer and Seller, dated as of May 23, 2016 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation

and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed as of the date first above written.

Ducere Pharma LLC

By: 

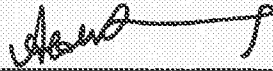
Name: SAMUEL HINES

Title: AUTHORIZED PERSON

Address for Notices:

AGREED TO AND ACCEPTED:

Dr. Reddy's Laboratories, Inc.

By: 

Name: ALOK SONIA

Title: EVPL HEAD, NORTH AMERICA

Address for Notices:

Schedule 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks

Trademark	Country	Reg. No.	Serial No.	Status
BUFFERIN	United States	1785176	74334406	LIVE
BUFFERIN and Heart Design	United States	3897879	77810020	LIVE
COMTREX	United States	1064290	73087955	LIVE
COMTREX	Puerto Rico	26747		EXPIRED 4/18/2016 (Renewable until October 18, 2016)
CRUEX	Canada	TMA170572	319513	EXPUNGED
CRUEX	United States	829017	72237059	LIVE
Male Symbol Design used with CRUEX	United States	1746288	1746288	LIVE
DOAN'S	United States	3194129	78851669	LIVE
NUPERCAINAL	United States	316472	71348948	LIVE
NUPERCAINAL BIOACTIVE	United States	4585827	86005539	LIVE
MYOFLEX	United States	716041	72109920	LIVE
REST ASSURE FROM DOAN'S	United States		86078685	DEAD

Domain Names

Bufferin.com
 Comtrexcold.com
 Comtrexproducts.com
 Cruex.com
 Doans.com
 Myoflex.com
 Nupercainal.com