

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blacksmith Brands, Inc.		07/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Moberg Pharma AB		
Street Address:	Gustavslundsvägen 42, 5tr		
City:	Bromma		
State/Country:	SWEDEN		
Postal Code:	SE-16751		
Entity Type:	Aktiebolag: SWEDEN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2911609	PEDIA CARE	
Registration Number:	1445906	PEDIA CARE	
Registration Number:	3235057	PEDIACARE	
CORRESPONDENCE DATA			
Fax Number:	9723789115		
<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:	972.826.4453		
Email:	fgtdocket@dallasbusinesslaw.com		
Correspondent Name:	Felicia G. Traub, Esq.		
Address Line 1:	2500 Dallas Parkway		
Address Line 2:	Ferguson, Braswell & Fraser, Suite 501		
Address Line 4:	Plano, TEXAS 75093		
NAME OF SUBMITTER:	Felicia G. Traub, Esq.		
SIGNATURE:	/felicigtraub/		
DATE SIGNED:	07/12/2016		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is entered into and made effective as of July 7, 2016, by and between Moberg Pharma AB, a Swedish limited liability company ("Assignee"), and Blacksmith Brands, Inc., a Delaware corporation ("Assignor"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

A. Assignee and Medtech Products Inc., a Delaware corporation and affiliate of Assignor ("Medtech"), are parties to that certain Asset Purchase Agreement, dated as of June 29, 2016 (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under the terms of the Purchase Agreement, Medtech has agreed to cause Assignor to convey, transfer, and assign to Assignee certain Intellectual Property of Assignor that is used in the operation of the Business, and Assignor has agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the following (collectively, the "Assigned IP"):

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

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof, including the execution of documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Medtech or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of 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) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

6. Counterparts. This 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 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 Assignment.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNOR:

BLACKSMITH BRANDS, INC.

By: Ren Lombardi
Name: Renzo M. Lombardi
Title: President

ASSIGNEE:

MOBERG PHARMA AB (PUBL)

By: _____
Name: _____
Title: _____

The Parties are signing this Assignment as of the date first set forth above.

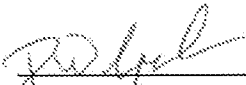
ASSIGNOR:

BLACKSMITH BRANDS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

MOBERG PHARMA AB (PUBL)

By:  _____
Name: PETER WOLPERT
Title: CEO

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Application Number / Registration Number	Filing Date / Registration Date	Status
PEDIA CARE	Canada	1385372 TMA741651	28-Feb-2008 09-Jun-2009	Registered
PEDIA CARE	China (People's Republic)	93065374 734366	04-Aug-1993 14-Mar-1995	Registered
PEDIA CARE	United States of America	78/136,456 2,911,609	18-Jun-2002 14-Dec-2004	Registered
PEDIA CARE	United States of America	73/606,805 1,445,906	27-Jun-1986 07-Jul-1987	Registered
PEDIACARE	Benelux	444746 444746	01-Jun-1988 01-Jun-1988	Registered
PEDIACARE	Canada	1385373 TMA796,274	28-Feb-2008 27-Apr-2011	Registered
PEDIACARE	China (People's Republic)	93058536 729240	19-Jul-1993 14-Feb-1995	Registered
PEDIACARE	Greece	79308 79308	05-Mar-1985 19-May-1987	Registered
PEDIACARE	Hong Kong	10156/2001 2003B00252	23-Jun-2001 23-Jun-2001	Registered
PEDIACARE	Trinidad and Tobago	43425 43425	24-Feb-2011 12-Apr-2012	Registered
PEDIACARE	Venezuela	8557/2007 284.607-P	23-Apr-2007 21-Apr-2008	Registered
PEDIACARE	Venezuela	5252/1994 185.478-P	27-Apr-1994 09-Feb-1996	Registered
PEDIACARE (Designated Countries - Italy and Latvia)	Int'l Registration - Madrid Agreement / Protocol	531585 531585	17-Nov-1988 17-Nov-1988	Registered
PEDIACARE	United States of America	78/665,200 3,235,057	07-Jul-2005 24-Apr-2007	Registered