

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosedale Therapeutics, LLC		07/15/2016	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Tersera Therapeutics LLC		
Street Address:	Two Conway Park, 150 N. Field Dr.		
Internal Address:	Suite 195		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3859849	ERGOMAR	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	312.476.7593		
Email:	mjwdocket@lplegal.com		
Correspondent Name:	Mitchell J. Weinstein		
Address Line 1:	2 N. LaSalle St.		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Mitchell J. Weinstein		
SIGNATURE:	/Mitchell J. Weinstein/		
DATE SIGNED:	07/18/2016		
Total Attachments: 4			
source=TM Assignment - ERGOMAR#page1.tif			
source=TM Assignment - ERGOMAR#page2.tif			
source=TM Assignment - ERGOMAR#page3.tif			

CH \$40.00 3859849

FORM OF TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT

The undersigned, **ROSEDALE THERAPEUTICS, LLC**, a Virginia limited liability company headquartered at 302 Rosedale Lane, Bristol, TN 37620, USA (the "Assignor"), desires to sell, convey, transfer and assign to **TERSERA THERAPEUTICS LLC**, a Delaware limited liability company with offices at Two Conway Park, 150 N. Field Dr., Suite 195, Lake Forest, IL 60045, USA (the "Assignee"), all right, title, and interest in and to the marks described in Attachment 1, which is attached hereto and is incorporated by reference herein, and the goodwill of the business associated therewith (collectively, the "Marks").

RECITALS

WHEREAS, Assignor and Assignee have entered into a Product Purchase Agreement, dated as of even date herewith (the "Product Purchase Agreement") (capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Product Purchase Agreement), whereby Assignor has agreed to sell, transfer, assign, convey, and deliver the Marks to Assignee, at the Closing for the consideration in the Product Purchase Agreement; and

WHEREAS, Assignor is fully authorized to transfer, assign, convey, and deliver the Marks to Assignee pursuant to and in compliance with the Product Purchase Agreement and this Trademark Assignment.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: for good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, convey, transfer and assign unto the Assignee the entire right, title, and interest in and to the Marks, together with all of the goodwill of the business associated with and symbolized by such Marks, any application and registration therefor, all income, royalties or payments due or payable as of date hereof with respect to the Marks, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such application and registration in any foreign jurisdiction.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

Dated: July 15, 2016

ROSEDALE THERAPEUTICS, LLC

Brian G. Shrader

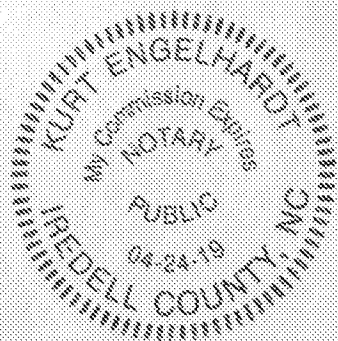
Name: Brian G. Shrader

Title: Chief Executive Officer

Fredell County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Brian G. Shrader.

Date: July 15, 2016



(SEAL)

Kurt Engelhardt, Notary Public
My commission expires: 4/24/2019

The foregoing Trademark Assignment is hereby accepted as of July 15, 2016.

TERSERA THERAPEUTICS LLC

By: _____

Name: Ed Fiorentino

Title: Chairman and Chief Executive Officer

TRADEMARK

REEL: 005835 FRAME: 0964

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

Dated: _____, 2016

ROSEDALE THERAPEUTICS, LLC

By: _____
Name: Brian G. Shrader
Title: Chief Executive Officer

State of Tennessee
County of Sullivan

Personally appeared before me, the Chief Executive Officer of Rosedale Therapeutics, LLC, Brian G. Shrader, the within named Assignor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

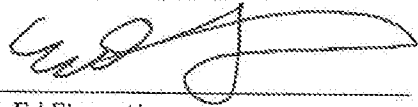
Witness my hand, at office, this ____ day of _____, 2016.

Notary Public

(SEAL)

The foregoing Trademark Assignment is hereby accepted as of July 15, 2016.

TERSERA THERAPEUTICS LLC

By: 
Name: Ed Fiorentino
Title: Chairman and Chief Executive Officer

ATTACHMENT 1

Product Trademarks:

Trademark	Territory	U.S. Serial No.	U.S. Registration No.
Classic Therapy for Migraine™	United States of America	No Active Registration	No Active Registration
Ergomar®	United States of America	77/942,800 February 23, 2010	3,859,849 October 12, 2010