

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clinical Supplies Management, Inc.		10/12/2016	Corporation: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	Clinical Supplies Management Holdings, Inc.		
Street Address:	342 42nd Street South		
City:	Fargo		
State/Country:	NORTH DAKOTA		
Postal Code:	58103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3101145	CSM	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	umattsson@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
SIGNATURE:	/Ulrika E. Mattsson/		
DATE SIGNED:	10/13/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of October 12, 2016.

WHEREAS, Clinical Supplies Management, Inc., a North Dakota corporation (the "Company"), is the owner of the trademark set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Trademark");

WHEREAS, the Company has agreed to transfer all of its right, title and interest in and to the Trademark to Clinical Supplies Management Holdings, Inc., a Delaware corporation (the "Purchaser"), and the Purchaser has agreed to accept such assignment, on the terms and conditions set forth in that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among the Company and the Purchaser and the other parties thereto;

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Company's right, title and interest in and to the Trademark to the Purchaser.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Company and the Purchaser hereby agree as follows:

1. The Company hereby conveys, assigns, sells and transfers to the Purchaser, its successors and permitted assigns, the Company's entire right, title and interest in and to the Trademark, and all of the goodwill of the business associated with the Trademark, and all registrations and pending applications for the Trademark, any renewals of the registrations, in all countries throughout the world, to be held and enjoyed by the Purchaser for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life and/or term of the Trademark, as applicable, to be used as fully and entirely as such rights would have been held and enjoyed by the Company had this conveyance, assignment, sale and transfer not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the rights to receive and retain the proceeds relating to those infringements.

2. The Company requests that the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner") record this Trademark Assignment. The Purchaser will pay the initial government filing fees associated with the recordation request and any attorney fees associated with the preparation and filing of the recordation request. The Company further requests that the Commissioner issue any and all renewals and registrations resulting from applications to the Purchaser.

3. The Company agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) reasonably requested by the Purchaser and to do such other acts as may be reasonably necessary or requested by the Purchaser to vest full title in and to the Trademark in the Purchaser or which may be necessary to obtain, renew, issue or enforce the Trademark, in each case at the sole cost and expense of the Purchaser. This

Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Company and the Purchaser.

4. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement. In the event of any conflict or inconsistency between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control and govern.

5. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Company and the Purchaser. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

6. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[Signature page follows]

IN WITNESS WHEREOF, the Company and the Purchaser have caused this Trademark Assignment to be executed as of the date first set forth above.

COMPANY:

Clinical Supplies Management, Inc.

By: 

Name: Gerald E. Finken

Title: Chief Executive Officer

PURCHASER:

Clinical Supplies Management Holdings, Inc.

By: _____

Name: Stephen Weaver

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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By:  _____

Name: Stephen Weaver

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

Trademark

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
<u>CSM</u>	76514293 (May 15, 2003)	3101145 (June 6, 2006)	Clinical Supplies Management, Inc. (North Dakota Corp.) Fargo, North Dakota