

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waltman Pharmaceuticals, Inc.		12/08/2016	Corporation: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Zapzyt Holdings LLC		
Street Address:	801 Broad Street, Suite 200		
City:	CHATTANOOGA		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1574265	ZAPZYT	
Registration Number:	1491897	Z	
Registration Number:	3287294	ACNE PACK	
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>			
Email:	djohnson@millermartin.com		
Correspondent Name:	Douglas T. Johnson		
Address Line 1:	832 Georgia Avenue		
Address Line 2:	Suite 1200 Volunteer Building		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	29136-0001		
NAME OF SUBMITTER:	Douglas T. Johnson		
SIGNATURE:	/Douglas T. Johnson/		
DATE SIGNED:	12/19/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 8th day of December, 2016, by WALTMAN PHARMACEUTICALS, INC., a Mississippi corporation ("Assignor"), to ZAPZYT HOLDINGS LLC, a Delaware limited liability company ("Assignee"), pursuant to the Asset Purchase and Sale Agreement by and between Waltman Pharmaceuticals, Inc. and Focus Consumer Health Fund I, LP and its assigns, dated as of November 11, 2016 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. **Assignment**. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations, trademark applications, and trade names set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill associated therewith;

(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;

(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) 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**. Assignor 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 Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, terminations or releases with respect to security interests, or other documents, as may be necessary to effect, evidence, or perfect the assignment

of the Assigned IP to Assignee, or any assignee or successor thereto, free and clear of all liens, security interests or encumbrances of whatever kind.

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

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

5. **Miscellaneous.** This Assignment will be controlled, construed and enforced in accordance with the substantive laws of the State of Tennessee, without regard to the laws related to choice or conflicts of laws.

[Signature Page Follows]

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

ASSIGNOR:

WALTMAN PHARMACEUTICALS, INC.


By: 
Whitney Burns, Vice President

ASSIGNEE:

ZAPZYT HOLDINGS LLC

By: Focus Consumer Health Fund I, LP

By: Focus Consumer Health-GP, LLC

By: 
Kevin Menzel, Manager

SCHEDULE 1

Trademarks

All right and title to the trademark ZAPZYT U.S. Trademark Registration Number 1,574,265

All right and title to the trademark ZAPZYT Canadian Trademark Registration Number TMA750194

All right and title to the trademark ZAPZYT UK Trademark Number UK00001414253

All right and title to the trademark Z (stylized with lightning bolt) Trademark Registration Number 1,491,897

All right and title to the trademark ACNE PACK U.S. Trademark Registration Number 3,287,294