

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412318

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CEDAR PHARMA LLC	FORMERLY CITRON PHARMA LLC	12/21/2016	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RISING HEALTH, LLC		
<b>Street Address:</b>	c/o Rising Pharmaceuticals, Inc.		
<b>Internal Address:</b>	3 Pearl Court		
<b>City:</b>	Allendale		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86056489	LANSOCLAMOX	
<b>Serial Number:</b>	86702542	CITRON	
<b>Registration Number:</b>	4454377	CP CITRON PHARMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>			
<b>Phone:</b>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Vanessa A. Ignacio, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	65 Livingston Avenue		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068-1791		
<b>ATTORNEY DOCKET NUMBER:</b>	25441.23		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio, Esq.		
<b>SIGNATURE:</b>	/Vanessa A. Ignacio/		
<b>DATE SIGNED:</b>	01/13/2017		
<b>Total Attachments: 6</b>			

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made as of December 21, 2016, from Cedar Pharma LLC (f/k/a Citron Pharma LLC), a New Jersey limited liability company ("Assignor"), to Rising Health, LLC (f/k/a Romeo Charlie Acquisition I, LLC), a Delaware limited liability company (the "Assignee" and together with Assignor, the "Parties" and each, a "Party"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Product Purchase Agreement (as defined below). This Assignment is one of the two Trademark Assignment Agreements contemplated by the Product Purchase Agreement.

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Product Purchase Agreement, dated as of November 2, 2016 (as amended, modified or supplemented from time to time, the "Product Purchase Agreement"), by and among the Assignor, the Assignee, Aster Pharma LLC (f/k/a Lucid Pharma LLC), a New Jersey limited liability company (together with Assignor, "Sellers"), Acetris Health, LLC (f/k/a Romeo Charlie Acquisition II, LLC), a Delaware limited liability company, Aceto Corporation, a New York corporation, and the direct and indirect equity holders of Sellers and their agent, the Assignor has agreed, among other things, to sell, assign, transfer, convey and deliver to the Assignee, all of the Assignor's right, title and interest in and to all of the Trademark Rights included in the Purchased Intellectual Property, existing as of the Closing Date, including, without limitation, the unregistered trademarks and those included in the Registered Intellectual Property, listed on the attached Schedule A hereto, together with the goodwill of the business associated therewith, excluding the Excluded Assets (collectively, the "Marks"); and

**WHEREAS**, the execution and delivery of this Assignment by the Parties is a condition to the obligations of the parties to consummate the transactions contemplated by the Product Purchase Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and obligations hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. On and subject to the terms and conditions of the Product Purchase Agreement, the Assignor hereby irrevocably and unconditionally assigns, transfers and sets over to the Assignee: (a) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith and symbolized thereby; (b) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (c) any and all income, royalties, and payments accruing on or after the Closing Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any Person designated by the Assignee all cooperation and assistance that may be required to perfect and record the rights conveyed by this Assignment.

2. Registration. The Assignor authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and any other officials throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. Parties in Interest. This Assignment will be binding upon and inure solely to the benefit of the Assignee and its successors and permitted assigns and be binding upon and enforceable against the Assignor and the Assignor's successors and assigns. Nothing herein, express or implied, is intended to or will be construed to or will confer upon any other Person, any right, claim, cause of action, benefit or remedy of any nature whatsoever, under or by reason of this Assignment, including, without limitation, by way of subrogation.

4. Conflicts. In the event and to the extent that there is a conflict between the provisions of this Assignment and the provisions of the Product Purchase Agreement, the provisions of this Assignment shall control.

5. Further Assurances. From time to time after the date hereof, the Assignor agrees to execute and deliver such instruments and documents as requested by the Assignee and necessary in order to carry out the purposes of this Assignment.

6. Representations and Warranties. Except as specifically set forth in the Product Purchase Agreement, the Assignor does not make any representation or warranty with respect to the Marks assigned hereby, and the provisions of this Assignment shall not in any way modify, replace, amend or waive any of the representations, warranties, covenants and agreements of the Assignor contained in the Product Purchase Agreement, this Assignment being intended solely to effect the assignment of the Marks pursuant to the Product Purchase Agreement.

7. Governing Law. This Assignment and its negotiation, execution, performance or non-performance, interpretation, construction and all Proceedings that may be based upon, arise out of, or relate to this Assignment, or the transactions contemplated hereby, shall be exclusively governed by, and construed in accordance with, the Laws of the State of New York regardless of Laws that might otherwise govern under any applicable conflict of Laws principles. Each Party hereto hereby irrevocably and unconditionally: (i) consents and submits for itself and its property in any Proceeding based upon, arising out of, or related to this Assignment and its negotiation, execution, performance, non-performance, interpretation, construction or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of any state or federal court sitting in New York County, New York; (ii) consents that any such Proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (iii) agrees that service of process in any such Proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to any Party hereto at its or his or her address set forth in Section 12.1 of the Product Purchase Agreement or at such other address of which the sender shall have been previously notified in writing and in accordance with Section 12.1 of the Product Purchase Agreement; and

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by Law. Each of the Parties also agrees that any final, non-appealable judgment against a Party in connection with any Proceeding arising out of or relating to this Assignment shall be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment.

8. Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that the Parties need not sign the same counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR

CEDAR PHARMA LLC

By: 

Name: Vimal Kavuru

Title: Manager and Chief Executive Officer

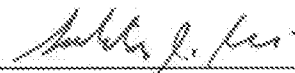
*[Signature page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 005966 FRAME: 0051**

Agreed to and Accepted:

ASSIGNEE

RISING HEALTH, LLC


By:   
Name: Salvatore J. Guccione  
Title: Chief Executive Officer

*[Signature page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 005966 FRAME: 0052**

**SCHEDULE A**

**Cedar Pharma LLC Trademarks**

<u>Trademarks</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
LANSOCLAMOX	86056489	September 5, 2013	Pending	N/A
CITRON PHARMA	86702542	July 23, 2015	Pending	Pending
CITRON PHARMA 	85922275	May 3, 2013	4454377	December 24, 2013