

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WellDyne, Inc.		11/30/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	WellDyne Rx, Inc.		
Street Address:	500 Eagles Landing Drive		
City:	Lakeland		
State/Country:	FLORIDA		
Postal Code:	33810		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3470758	US SPECIALTY CARE	
Registration Number:	3318891	WELLDYNE	
CORRESPONDENCE DATA			
Fax Number:	4072445690		
<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:	407-843-8880		
Email:	ipteam@gray-robinson.com		
Correspondent Name:	Thomas C. McThenia, Jr./GrayRobinson PA		
Address Line 1:	301 East Pine Street, Suite 1400		
Address Line 4:	Orlando, FLORIDA 32801		
ATTORNEY DOCKET NUMBER:	272063-4		
NAME OF SUBMITTER:	Thomas C. McThenia, Jr.		
SIGNATURE:	/thomas c mcthenia jr/		
DATE SIGNED:	02/14/2017		
Total Attachments: 4			
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FEDERAL TRADEMARK ASSIGNMENT

This **FEDERAL TRADEMARK ASSIGNMENT** (this "Assignment"), is made and agreed to as of this 3rd day of _____, 2016, by and between, **WellDyne, Inc.**, a Florida corporation with its principal place of business at 500 Eagles Landing Drive, Lakeland, Florida 33810 ("Assignor"), and **WellDyneRx, Inc.**, a Florida corporation, located at 500 Eagles Landing Drive, Lakeland, Florida, 33810 ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks, including trademark registrations and trademark applications, and the associated goodwill as identified in **Schedule A** (the "Trademarks"), attached to and incorporated by reference into this Assignment;

WHEREAS, Assignee is desirous of acquiring the Trademarks and all associated goodwill and confirming and recording said assignment of the Trademarks with the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Stock Purchase Agreement, dated as of July 29, 2016, between Assignor and **WD Wolverine Holdings, LLC**, a Delaware limited liability company (the "Purchase Agreement"), Assignor has agreed to assign the Trademarks to Assignee.

NOW THEREFORE, for good and valuable consideration in the sum of Ten Dollars (\$10.00), payable upon execution of this Assignment, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment of Trademarks.** Assignor does hereby sell, assign, transfer, convey, and deliver to Assignee, and Assignee does hereby purchase, acquire and accept, all of Assignor's right, title, and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks, as well the right to bring any and all claims for infringement of said Trademarks which claims arose, or are based on acts that occurred, prior to the date of this Assignment and all rights to damages or profits, due or accrued, arising out of infringement of such Trademark or injury to said goodwill occurring after the date hereof and the right to sue for and receive the same in the Assignee's own name.
2. **Effectuate Transfer.** Assignor agrees to reasonably cooperate with Assignee and to follow Assignee's reasonable instructions in order to effectuate the assignment of the Trademarks and recording of said assignment in a timely manner with the United States Patent and Trademark Office.
3. **Authorization.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to

record Assignee as assignee and owner of the entire right, title and interest in and to the Trademarks.

4. **General.**

a. Governing Law. This Assignment will be construed in accordance with and governed by the laws of the state of Florida, without giving effect to the conflict of law principles.

b. Severability. In the event that any provision of this Assignment is held to be unenforceable under applicable law, this Assignment will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

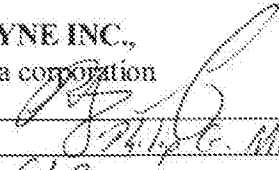
c. No Modification. For clarity, this Assignment shall be subject to, and nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the terms and conditions of or under, the Purchase Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Assignment has been executed on behalf of Assignor by its duly authorized officer as of the date first above written.

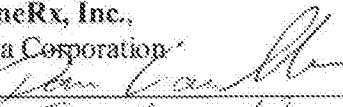
"Assignor"

WELLDYNE INC.,
a Florida corporation

By: 
Name: J. Philip C. Murray
Title: CLO

Acknowledged by "Assignee"

WellDyneRx, Inc.,
A Florida Corporation

By: 
Name: Tom Comandata
Title: CEO

SCHEDULE A
Trademarks

Serial No	Reg. No.	Mark
77243390	3470758	US SPECIALTY CARE
76361985	3318891	WellDyne