

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akrimax Pharmaceuticals, LLC		03/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mist Pharmaceuticals, LLC		
Street Address:	11 Commerce Drive, #1		
City:	Cranford		
State/Country:	NEW JERSEY		
Postal Code:	07016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3935592		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	65 Livingston Avenue		
Address Line 4:	ROSELAND, NEW JERSEY 07068		
NAME OF SUBMITTER:	Vanessa A. Ignacio		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	03/24/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of March 22, 2017 (the "Effective Date") by Akrimax Pharmaceuticals, LLC, a Delaware limited liability company (the "Assignor"), for the benefit of Mist Pharmaceuticals, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor wishes to transfer, contribute and assign to the Assignee, and the Assignee wishes to accept, all of the Assignor's right, title and interest in and to the Assignor's registered and unregistered marks and/or trade names existing as of the Effective Date, including, without limitation, those set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) 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 (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. Assignor agrees to give Assignee and/or any person designated by Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official 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. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

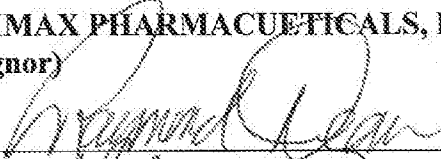
4. No provision of this Assignment is intended to confer upon any person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.

5. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New Jersey, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of New Jersey.

[Signature page follows.]

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

AKRIMAX PHARMACEUTICALS, LLC
(Assignor)

By: 

Name: RAYMOND DEAN

Title: PRESIDENT - AKRIMAX

SCHEDULE A

Trademark	Serial Application No.	Registration No.
Nitromist Triangle Design Logo	77/923,290	3,935,592