

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Haven LLC		02/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ESPERO PHARMACEUTICALS INC		
Street Address:	14286-19 Beach Blvd. Suite #270		
City:	JACKSONVILLE		
State/Country:	FLORIDA		
Postal Code:	32250		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86041501	DURLAZA	
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>			
Phone:	6105338027		
Email:	kenxeo@aol.com		
Correspondent Name:	G Kenneth Smith		
Address Line 1:	1645 Briarwood Circle		
Address Line 4:	Bethlehem, PENNSYLVANIA 18015		
NAME OF SUBMITTER:	G Kenneth Smith		
SIGNATURE:	/G Kenneth Smith/		
DATE SIGNED:	05/08/2017		
Total Attachments: 6			
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OP \$40.00 86041501

EXHIBIT 8.1(d)

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "*Assignment*") is hereby entered into on February 3, 2017 (the "*Effective Date*"), by and between New Haven (assignment for the benefit of creditors), LLC, a Delaware limited liability company (the "*Seller*"), in its sole and limited capacity as assignee for the benefit of creditors of New Haven Pharmaceuticals, Inc., a Delaware corporation, and Espero Pharmaceuticals, Inc., a Delaware corporation (the "*Buyer*"). Each of the Seller and the Buyer are referred to in this Agreement as a "party" and together as the "parties".

WHEREAS, Seller and Buyer have entered that certain Asset Purchase Agreement, dated as of the date hereof (the "*Asset Purchase Agreement*") pursuant to which Seller transferred, assigned, conveyed, granted and delivered to Buyer and Buyer accepted from Seller certain Purchased Assets, including, without limitation, the Seller's rights, title, claims and interest in and to the trademarks and trademark applications listed under "Trademarks" on Schedule B hereto.

WHEREAS, Seller and Buyer desire to confirm and effectuate such assignment of the Assigned Trademarks (as defined below) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement.
2. Assignment. Seller does hereby irrevocably sell, assign, transfer, convey, grant and set over unto Buyer, its legal representatives, successors, and assigns, Seller's entire right, title, claim and interest that exists today or may exist in the future, in, to and under any and all worldwide trade names, trademarks and service marks, business names, fictitious business names, domain names and trade dress, whether registered or unregistered, and registrations and applications to register the foregoing, along with all of the goodwill of the business symbolized by the foregoing, listed in Schedule B attached hereto, including any and all applications and registrations in the United States and all foreign countries which may be granted therefor and thereon and any and all intellectual property rights inherent in and appurtenant thereto (all of the foregoing collectively, the "*Assigned Trademarks*"). The Assigned Trademarks shall be held and enjoyed by Buyer for its own use and benefit, as fully and entirely as the same would have been held and enjoyed by Seller had this Agreement not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Trademarks, including the right to any damages accrued for infringement of the Assigned Trademarks prior to the date of this Agreement. The Assigned Trademarks are assigned with the entire business or portion thereof to which the Assigned Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

3. Acceptance of Assignment. As of the Effective Date, Buyer hereby receives and accepts the assignment, transfer, conveyance, grant and set over of the rights and properties hereby assigned, transferred and conveyed to it herein from Seller. Seller acknowledges and agrees that, as a result of the assignment, transfer, conveyance, grant and set over set forth herein, from and after Effective Date, Buyer is the owner of all rights, title and interest in and to the Assigned Trademarks in any form or embodiment thereof and is also the owner of the goodwill of the business symbolized by the Assigned Trademarks.

4. Recordation. Seller hereby consents to and requests and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all trademark registration or other documents which may be granted upon any of the Assigned Trademarks in the name of Buyer, as the Buyer to the entire interest therein. Buyer shall have the right to file trademark applications for the Assigned Trademarks in any country.

5. Entire Agreement. This Agreement, together with the Asset Purchase Agreement, constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement and the Asset Purchase Agreement. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Agreement in accordance with the Asset Purchase Agreement. This Agreement is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

6. Amendments and Waiver. No modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

7. Governing Law. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflicts of law

8. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

9. Counterparts. This Assignment may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument. The signatures of both parties need not appear on the same document. The delivery of signed counterparts by facsimile or email transmission that includes a copy of a sending party's signature is as effective as signing and delivering the counterpart in person.

10. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

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IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Trademark Assignment Agreement by their duly authorized representatives as of the Effective Date.

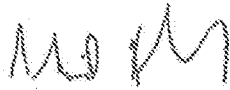
SELLER:

BUYER:

New Haven (assignment for the benefit of creditors), LLC,
solely as assignee for the benefit of creditors of
New Haven Pharmaceuticals, Inc.

Espero Pharmaceuticals, Inc.

By: _____



By: _____

Its: _____



Its: _____

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Trademark Assignment Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

New Haven (assignment for the benefit of creditors), LLC,
society as assignee for the benefit of creditors of
New Haven Pharmaceuticals, Inc.

BUYER:

Espero Pharmaceuticals, Inc.

By: _____

By: Alphan

Its: _____

Its: CEO

SCHEDULE B

Trademarks

"DURLAZA"