

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cipher Pharmaceuticals US LLC		05/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EPI Health, LLC		
Street Address:	134 Columbus Street		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29403		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4499848	NUVAIL	
Registration Number:	3405929	INOVA	
Registration Number:	3411992	EASY PAD	
Registration Number:	3000494	UMECTA	
Registration Number:	3572958	UMECTA PD	
Registration Number:	4528952	INNOCUTIS, ADVANCING DERMATOLOGY	
Registration Number:	4631633	INNOCUTIS	
Registration Number:	4631636	INNOCUTIS	
CORRESPONDENCE DATA			
Fax Number:	9199814300		
<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:	919.981.4000		
Email:	ip@williamsmullen.com		
Correspondent Name:	Andrew R. Shores		
Address Line 1:	8300 Greensboro Drive, Suite 1100		
Address Line 2:	Williams Mullen, c/o IP Docketing		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Andrew R. Shores		

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SIGNATURE:	/Andrew R. Shores/
DATE SIGNED:	05/11/2017
Total Attachments: 6 source=TM Assignment_Cipher to EPI_05012017#page1.tif source=TM Assignment_Cipher to EPI_05012017#page2.tif source=TM Assignment_Cipher to EPI_05012017#page3.tif source=TM Assignment_Cipher to EPI_05012017#page4.tif source=TM Assignment_Cipher to EPI_05012017#page5.tif source=TM Assignment_Cipher to EPI_05012017#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Trademark Assignment**"), dated as of May 1, 2017, is made by CIPHER PHARMACEUTICALS US LLC, a Delaware limited liability company ("**Seller**"), in favor of EPI HEALTH, LLC, a South Carolina limited liability company ("**Buyer**"), the purchaser of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller, Cipher Pharmaceuticals Inc., a corporation organized under the laws of the Province of Ontario, Canada, and EPI Group, LLC, a South Carolina limited liability company, dated as of April 29, 2017 (the "**Asset Purchase Agreement**").

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

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 attached hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller 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) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including 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. Seller 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 Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

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

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


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

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of South Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

CIPHER PHARMACEUTICALS US
LLC

By: 

Name: Stephen Lemieux
Title: Chief Financial Officer
Address for Notices:
Cipher Pharmaceuticals Inc.
2345 Argentia Road, Suite 100A
Mississauga, ON L5N 8K4 Canada

AGREED TO AND ACCEPTED:

EPI HEALTH, LLC

By: _____

Name:
Title:
Address for Notices:

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

CIPHER PHARMACEUTICALS US
LLC

By: _____

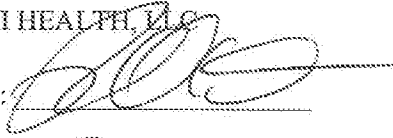
Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

EPI HEALTH LLC

By:  _____

Name:

Ron Owen

Title:

President

Address for Notices:


134 Blumens St.


Charleston, SC 29403

Schedule 1

Assigned Trademark Registrations

(a) (i)

Mark	Territory	Number	Date Filed	Status	File Number	Entity with Whom Mark is Filed
NUVAIL & design 	US	76/71 1,716	June 11, 2012	Registered <i>(File Decl by March 25, 2020)</i>	4499848 (March 25, 2014)	USPTO – registered owner is Innocutis Holdings, LLC
INOVA	US	76/66 3,224	July 17, 2006	Registered <i>(File Decl and renewal by April 1, 2018)</i>	3405929 (April 1, 2008)	USPTO – registered owner is Innocutis Holdings, LLC
EASY PAD	US	76/66 3,173	July 17, 2006	Registered <i>(File Decl and renewal fee by April 15, 2018)</i>	3411992 (April 15, 2008)	USPTO – registered owner is Innocutis Holdings, LLC
UMECTA - <i>Stylized mark</i> 	US	76/60 9,644	Sept. 1, 2004	Registered <i>(File next renewal by Sept 27, 2025)</i>	3000494 (Sept. 27, 2005)	USPTO – registered owner is Innocutis Holdings, LLC
UMECTA PD <i>Stylized mark</i> 	US	76/66 3,223	July 17, 2006	Registered <i>(File Decl and renewal by Feb 10, 2019)</i>	3572958 (Feb 10, 2009)	USPTO – registered owner is Innocutis Holdings, LLC
INNOCUTIS & design 	US	86/0 59,5 23	Sept 9, 2013	Registered	4528952 (May 13, 2014)	USPTO – registered owner is Innocutis Holdings, LLC
INNOCUTIS	US	86/22 0,148	March 13,	Registered	4631633 (Nov 4,	USPTO – registered owner is Innocutis Holdings, LLC

			2014	<i>(File Decl by Nov 4, 2020)</i>	2014)	
INNOCUTIS - <i>Stylized mark</i> 	US	86/22 0,202	March 13, 2014	Registered <i>(File Decl by Nov 4, 2020)</i>	4631636 (Nov 4, 2014)	USPTO – registered owner is Innocutis Holdings, LLC