

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEBELA INTERNATIONAL LIMITED		07/14/2017	Corporation: IRELAND
RECEIVING PARTY DATA			
Name:	Casper Pharma LLC		
Street Address:	2 Tower Center Blvd.		
Internal Address:	Suite 1101		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2049745	HELIDAC	
Registration Number:	0773095	ZYLOPRIM	
CORRESPONDENCE DATA			
Fax Number:	4236930155		
<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:	423-693-0160		
Email:	hbr@hbrlaw.com		
Correspondent Name:	Harry B. Ray		
Address Line 1:	6150 Shallowford Road		
Address Line 2:	Suite 105		
Address Line 4:	Chattanooga, TENNESSEE 37421		
NAME OF SUBMITTER:	Harry B. Ray		
SIGNATURE:	/Harry B. Ray/		
DATE SIGNED:	09/21/2017		
Total Attachments: 3			
source=Trademark Assignment (Executed)#page1.tif			

OP \$65.00 2049745

source=Trademark Assignment (Executed)#page2.tif

source=Trademark Assignment (Executed)#page3.tif

Trademark Assignment Agreement

This Trademark Assignment is made and entered into as of _____ (this "Trademark Assignment"), by and between Sebela International Limited ("Assignor"), and Casper Pharma LLC ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the "APA"),

WHEREAS, pursuant to the APA, Assignor has agreed to, among other things, sell, assign, transfer, convey and deliver to Assignee its entire right, title and interest in, to and under the trademarks (the "Marks") set forth on the attached Schedule I, together with the goodwill associated therewith.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Marks set forth on Schedule I, together with the goodwill associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the Marks.

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Marks or for the performance by Assignor of any of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR

ASSIGNEE

Sebela International Limited

Casper Pharma LLC

By:  _____

By: _____

Name: SEE HANSON _____

Name: _____

Title: DIRECTOR _____

Title: _____

Trademark Assignment Agreement

This Trademark Assignment is made and entered into as of July 14, 2017 (this "Trademark Assignment"), by and between Sebela International Limited ("Assignor"), and Casper Pharma LLC ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the "APA"),

WHEREAS, pursuant to the APA, Assignor has agreed to, among other things, sell, assign, transfer, convey and deliver to Assignee its entire right, title and interest in, to and under the trademarks (the "Marks") set forth on the attached Schedule I, together with the goodwill associated therewith.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Marks set forth on Schedule I, together with the goodwill associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the Marks.

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Marks or for the performance by Assignor of any of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR

ASSIGNEE

Sebela International Limited

Casper Pharma LLC

By:

By: 

Name:

Name: Edward Neugeboren

Title:

Title: Chief Strategy Officer

SCHEDULE I
(To Trademark Assignment Agreement)

MARKS

I. US Trademarks

Mark	Serial Number	Registration Number
HELIDAC Word Mark	74676017	2049745
ZYLOPRIM Word Mark	72180834	0773095

2. Ex-US Trademarks

Mark	Country	Application Number	Registration No.
HELIDAC	Belgium	855054	577079
HELIDAC	France	95597306	95597306
HELIDAC	Germany	39536358	39536358
HELIDAC	Italy	RV95C005312	720808
HELIDAC	Portugal	312476	312476
HELIDAC	Spain	1987047	1987047
HELIDAC	Sweden	95-9896	313299
HELIDAC	Great Britain	2032357	2032357