

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Moberg Pharma AB		08/25/2017	Limited Liability Company: SWEDEN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caret Pharma, LLC		
<b>Street Address:</b>	1100 Holland drive		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33487		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2441387	FIBER CHOICE	
<b>Registration Number:</b>	3394591	FIBER CHOICE	
<b>Registration Number:</b>	3504794	FIBER CHOICE	
<b>Registration Number:</b>	5032692	FIBER CHOICE FLAVOR DROPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	407-843-8880		
<b>Email:</b>	ipteam@gray-robinson.com		
<b>Correspondent Name:</b>	Christopher M. Ramsey		
<b>Address Line 1:</b>	GrayRobinson, P.A.		
<b>Address Line 2:</b>	301 East Pine Street, Suite 1400		
<b>Address Line 4:</b>	Orlando, FLORIDA 32801		
<b>ATTORNEY DOCKET NUMBER:</b>	232147-1		
<b>NAME OF SUBMITTER:</b>	Christopher M. Ramsey		
<b>SIGNATURE:</b>	/Christopher M Ramsey/		
<b>DATE SIGNED:</b>	10/05/2017		
<b>Total Attachments: 6</b>			

CH \$115.00 2441387

source=ASSIGNMENT\_Signed#page1.tif  
source=ASSIGNMENT\_Signed#page2.tif  
source=ASSIGNMENT\_Signed#page3.tif  
source=ASSIGNMENT\_Signed#page4.tif  
source=ASSIGNMENT\_Signed#page5.tif  
source=ASSIGNMENT\_Signed#page6.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”), is entered into and made effective as of 25 August 2017, by and between Caret Pharma LLC, a Delaware limited liability company (“**Assignee**”), and Moberg Pharma AB (publ), a Swedish limited liability company (“**Assignor**”). Assignee and Assignor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

- (A) Assignee and Assignor are parties to an Asset Sale and Purchase Agreement, dated as of 18 August 2017 (as amended, restated, or otherwise modified from time to time, the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.
- (B) Under the terms of the Purchase Agreement, Assignee has agreed to cause Assignor to convey, transfer, and assign to Assignee certain Intellectual Property of Assignor that is used in the operation of the Business, and Assignor has agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.
- (C) This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

### 1 **Assignment**

In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under the following (collectively, the “**Assigned IP**”):

- (a) the trademark and patent registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (the “**Trademarks**” or the “**Patents**”);
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);
- (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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**2 Recording and Further Actions**

Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof, including the execution of documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

**3 Terms of the Purchase Agreement**

Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

**4 Successors and Assigns**

This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

**5 Governing Law**

This Assignment shall be governed by and construed in accordance with the laws of Sweden without giving effect to any choice or conflict of law provision or rule (whether of Swedish or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of Sweden.

**6 Counterparts**

This 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 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 Assignment.

**7 Amendment and Modification.**

This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

---

The Parties have signed this Assignment as of the date first set forth above.

**ASSIGNOR:**

**MOBERG PHARMA AB (PUBL)**



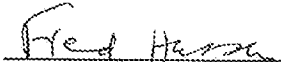
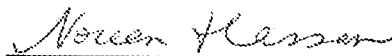
By: Peter Wolpert  
Title: CEO

By:

Title:

**ASSIGNEE:**

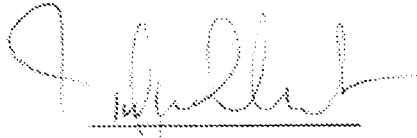
**CARET PHARMA LLC**

  
By: FRED HASSAN  
Title: CHAIRMAN,  
Caret Pharma, LLC  
By: Noreen Hassan  
Title: President & CFO,  
Caret Pharma, LLC

The Parties have signed this Assignment as of the date first set forth above.

ASSIGNOR:

MOBERG PHARMA AB (PUBL)



By:

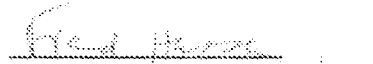
By: Terjeon Konito

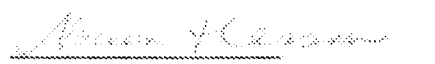
Title:

Title: Board member

ASSIGNEE:

CAREY PHARMA LLC

  
By: FRED HASSAN  
Title: CHAIRMAN  
Carey Pharma, LLC

  
By: Noreen Hassan  
Title: President, CEO  
Carey Pharma, LLC

**Schedule 1**

**TRADEMARKS AND PATENTS**

**Part 1 –Trademarks used in the United States of America and Canada**

TRADEMARK	TERRITORY	APPLICATION NUMBER/ REGISTRATION NUMBER	APPLICATION DATE/ REGISTRATION DATE	STATUS
FIBER CHOICE	Canada	0899424 TMA566280	17-Dec-1998 22-Aug-2002	Registered
FIBER CHOICE	United States of America	75/573,311 2,441,387	19-Oct-1998 03-Apr-2001	Registered
FIBER CHOICE (AND COLOR DESIGN)	United States of America	77/226,632 3,394,591	11-Jul-2007 11-Mar-2008	Registered
FIBER CHOICE (AND DESIGN)	United States of America	77/399,926 3,504,794	19-Feb-2008 23-Sep-2008	Registered
FIBER CHOICE FLAVOR DROPS	United States of America	86/591,913 5,032,692	09-Apr-2015 30-Aug-2016	Registered
FIBRE CHOICE	Canada	1,653,624 TMA924,566	26-Nov-2013 29-Dec-2015	Registered

**Part 2 - Trademarks in the rest of the world (not used)**

TRADEMARK	TERRITORY	APPLICATION NUMBER/ REGISTRATION NUMBER	APPLICATION DATE/ REGISTRATION DATE
FIBER CHOICE	Argentina	3177468	13-Jul-2012 26-Sep-2012
FIBER CHOICE	Australia	781360 781360	17-Dec-1998 17-Dec-1998
FIBER CHOICE	Brazil	829321713 829321713	24-Aug-2007 10-Nov-2009
FIBER CHOICE	European Union (Community)	3270113 3270113	16-Jul-2003 18-Nov-2004
FIBER CHOICE	Hong Kong	302345256 302345256	14-Aug-2012 26-Mar-2015
FIBER CHOICE	Japan	H-11017347 4384590	25-Feb-1999 19-May-2000
FIBER CHOICE	Lebanon	150406 150406	23-May-2013 23-May-2013
FIBER CHOICE	Mexico	M1252839 1298760	28-Feb-2012 19-Jul-2012
FIBER CHOICE	New Zealand	769043 769043	24-May-2007 24-May-2007
FIBER CHOICE	Qatar	80168 80168	11-Mar-2013 15-Sep-2015
FIBER CHOICE	Saudi Arabia	195054 14340755	06-Apr-2013 21-May-2014
FIBER CHOICE	South Africa	200712939 200712939	02-Jul-2007 02-Jul-2007
FIBER CHOICE	Taiwan	101038654 01556578	10-Jul-2012 01-Jan-2013

FIBER CHOICE	United Arab Emirates	190268 190268	17-Apr-2013 04-Nov-2014
FIBER CHOICE (AND COLOR DESIGN)	Brazil	829321721 929321721	24-Aug-2007 10-Nov-2009
FIBER CHOICE (AND COLOR DESIGN)	Lebanon	150308 150308	17-May-2013 17-May-2013
FIBER CHOICE (AND COLOR DESIGN)	Qatar	80169 80169	11-Mar-2013 15-Sep-2015
FIBER CHOICE (AND COLOR DESIGN)	Saudi Arabia	195053 143407254	06-Apr-2013 21-Apr-2014
FIBER CHOICE (AND COLOR DESIGN)	United Arab Emirates	190269 190269	17-Apr-2013 04-Nov-2014
FIBERCHOICE	Venezuela	2012-003621 P325837	29-Feb-2012 13-Feb-2013
FIBERCHOICE	Colombia	2012.034.167 452860	28-Jun-2012 28-Jun-2012
FIBRE CHOICE	Australia	1179756 1179756	04-Jun-2007 04-Jun-2007

### Part 3 – Expired Patents and Patent Applications

1. Expired US Patent No. 6,455,068; date: 9/24/2002; title: DIETARY FIBER DELIVERY SYSTEM.
2. Expired US Patent No. 7,387,803; date: 6/17/2008; title: DIETARY FIBER DELIVERY SYSTEM.
3. Expired US Patent No. 7,452,553; date: 11/18/2008; title: DIETARY FIBER DELIVERY SYSTEM.
4. Expired US Patent No. 7,521,072; date: 4/21/2009; title: DIETARY FIBER DELIVERY SYSTEM.
5. Expired US Patent No. 7,648,720; date: 1/19/2010; title: DIETARY FIBER DELIVERY SYSTEM.
6. Expired US Patent No. 6,982,093; date: 1/3/2006; title: DIETARY FIBER DELIVERY SYSTEM.
7. Expired US Provisional Patent Application No. 62/249,000; filing date: 10/30/2015; title: SOLUBLE FIBER LIQUID BEVERAGE CONCENTRATE AND METHOD FOR DELIVERY OF SOLUBLE FIBER, from which items no. 8 and 9 below claim priority.
8. US Patent Application No. 15/143,674; filed May 2, 2016; title: SOLUBLE FIBER LIQUID BEVERAGE CONCENTRATE AND METHOD FOR DELIVERY OF SOLUBLE FIBER.
9. PCT Application No. PCT/GB2016/053361; filed October 28, 2016; title: SOLUBLE FIBER LIQUID BEVERAGE CONCENTRATE AND METHOD FOR DELIVERY OF SOLUBLE FIBER.