

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upsher-Smith Laboratories, Inc.		02/01/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Mainpointe Pharmaceuticals, LLC		
Street Address:	333 East Main Street, Suite 220		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	73685403	SLO-NIACIN	
Serial Number:	74096695	POLYGEL	
CORRESPONDENCE DATA			
Fax Number:	5028951702		
<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:	502-895-8210		
Email:	an@tadamslaw.com		
Correspondent Name:	Andrew Noland		
Address Line 1:	6004 Brownsboro Park Blvd.		
Address Line 4:	Louisville, KENTUCKY 40207		
NAME OF SUBMITTER:	Andrew Noland		
SIGNATURE:	/Andrew Noland/		
DATE SIGNED:	10/26/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 1, 2017 by UPSHER-SMITH LABORATORIES, INC., a Minnesota corporation ("Assignor"), in favor of MAINPOINTE PHARMACEUTICALS, LLC, a Kentucky limited liability company ("Assignee").

Assignor is the owner of the trademarks set forth on Exhibit A (the "Marks"). Assignor has agreed to assign to Assignee all legal and beneficial right, title, interest and licenses in and to the Marks. Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor sells, assigns and transfers to Assignee all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.

2. Assignor will, upon request, assist Assignee in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Marks, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Marks.

3. Assignor will not execute any writing nor do any act conflicting with this Assignment, and Assignor will at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Assignment, and in enforcing any rights relating hereto.

4. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.

5. This Assignment and all the terms hereof inure to the benefit of and are binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

* * * * *

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

ASSIGNOR:

UPSHER SMITH LABORATORIES, INC.

By: 

Name: Benjamin Rush Field IV

Title: President

[Signature page to Trademark Assignment]

**EXHIBIT A
TO TRADEMARK ASSIGNMENT**

Registration No.	Trademark	Registration Date	Jurisdiction
TMA359,536	SLO-NIACIN	08/18/1989	Canada
1,486,671	SLO-NIACIN	05/03/1988	United States
1,757,533	POLYGEL	09/03/1993	United States

EXCIS-#5668530-v2