

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449377

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, LLC		08/31/2017	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Acrogen Pharmaceuticals, LLC		
Street Address:	500 Office Park Drive		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35223		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1538898	NIACOR	
Registration Number:	1142198	SSKI	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<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:	12052541036		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	C. Brandon Browning		
Address Line 1:	1901 6th Ave North Suite 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	20860.0003		
NAME OF SUBMITTER:	C. Brandon Browning		
SIGNATURE:	/cbbrowning/		
DATE SIGNED:	11/01/2017		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of August 31, 2017 (the "Effective Date"), by and between Upsher-Smith Laboratories, LLC, a Minnesota limited liability company ("Seller"), and Acrogen Pharmaceuticals, LLC, a Delaware limited liability company ("Purchaser"). Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, made and entered into as of August 31, 2017 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, transfer, assign and deliver to Purchaser all of Seller's right, title and interest in and to all Trademarks included in the Transferred Product Intellectual Property (collectively, the "Assigned Trademarks"), including the Trademarks identified on Schedule A, subject to the terms and conditions of the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller and Purchaser have agreed to enter into this Assignment;

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Conveyance.** Seller hereby sells, assigns, transfers, and conveys to Purchaser, and Purchaser hereby accepts, Seller's entire right, title and interest at Closing in, to and under (a) the Assigned Trademarks, together with the goodwill symbolized thereby, and, with regard to any Assigned Trademarks that are intent to use applications, the Parties acknowledge that the portion of Seller's and its Affiliates' business in respect of which Seller and its Affiliates' have a bona fide intent to use such marks is also being transferred pursuant and subject to the Purchase Agreement, and (b) all rights accruing under, and causes of action and other remedies with respect to, the Assigned Trademarks, including the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned Trademarks.
2. **Issuance and Recordation.** With respect to registrations and applications listed on Schedule A, Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue any and all Assigned Trademarks to Purchaser, its successors and assigns. With respect to registrations and applications listed on Schedule A, Seller hereby requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Purchaser as the purchaser and owner of the Assigned Trademarks. Purchaser shall have the

right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. **No Modification.** The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, and nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Purchaser or Seller under the Purchase Agreement.
4. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
5. **Counterparts.** This Assignment may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that both Parties need not sign the same counterpart.
6. **Interpretation.** The heading references herein are for convenience purposes only, do not constitute a part of this Assignment and shall not be deemed to limit or affect any of the provisions hereof.
7. **Further Assurances.** Upon Purchaser's request and at Purchaser's expense, Seller agrees to provide reasonable cooperation and assistance as is reasonably required by Purchaser to effect and register the rights assigned herein (including to execute, acknowledge, and deliver such other documents and take such other actions as may be reasonably required), provide testimony, and, in general, provide all lawful cooperation reasonably requested by Purchaser to prosecute and enforce the Assigned Trademarks, and to carry out and fulfill the purposes and intent of this Assignment of the Assigned Trademarks.
8. **Governing Law; Jurisdiction.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules thereunder (other than Section 5-1401 of the General Obligations Law of the State of New York). With respect to any suit, action or proceeding relating to this Assignment (each, a "Proceeding"), each Party irrevocably and unconditionally (i) agrees and consents to be subject to the jurisdiction of any New York State court sitting in New York City and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 9.04 OF THE PURCHASE AGREEMENT, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

9. **Waiver of Jury Trial.** Each Party waives to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any Proceeding arising out of, under or in connection with this Assignment or any disputes relating hereto. Each Party (a) certifies that no representative, agent or attorney of the other Party has represented, expressly or otherwise, that such other Party would not, in the event of any Proceeding, seek to enforce the foregoing waiver and (b) acknowledges that it and the other Party have been induced to enter into this Assignment by, among other things, the mutual waiver and certifications in this Section 9.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

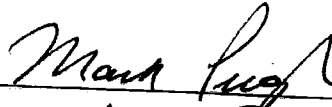
SELLER:
UPSHER-SMITH LABORATORIES, LLC



Name: Benjamin R. Field IV

Title: President and CEO

PURCHASER:
ACROGEN PHARMACEUTICALS, LLC



Name: Mark Pugh

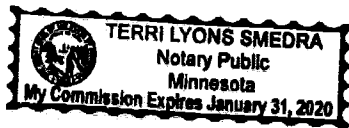
Title: Executive Chairman

Trademark Assignment Signature Page

TRADEMARK
REEL: 006195 FRAME: 0043

STATE OF MINNESOTA)
)SS.
COUNTY OF HENNEPIN)

This instrument was executed before me on this 31 day of August, 2017, by Benjamin R. Field IV, the President and CEO of Upsher-Smith Laboratories, LLC, a limited liability company organized under the laws of Minnesota, on behalf of said corporation.



TERRI LYONS SMEDRA
Notary Public in and for
The State of Minnesota
TERRI LYONS SMEDRA
Printed or Typed Name of Notary

My commission expires 1/31/2020

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SELLER:
UPSHER-SMITH LABORATORIES, LLC

Name: _____

Title: _____

PURCHASER:
ACROGEN PHARMACEUTICALS, LLC

Mark Pugh

Name: *Mark Pugh*

Title: *Executive Chairman*

STATE OF ALABAMA)
)SS.
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Mark Pugh, whose name as Executive Chairman of Acrogen Pharmaceuticals, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this the 1st day of September, 2017.

Shawn K Branch
Notary Public
My commission expires: September 22 2020

[NOTARIAL SEAL]



**SCHEDULE A
ASSIGNED TRADEMARKS**

Registered Trademarks

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Filing Type / Ref. No.	Class No. and description	Next Action Due	Deadline
NIACOR	United States	Registered	73/759,350	10/24/1988	1,538,898	05/16/1989	National 126637.0017	Class 5: Niacin tablets.	8 & 9 Affidavit Due	05/16/2019
SSKI	United States	Registered	73/165,702	04/10/1978	1,142,198	12/09/1980	National 126637.0029	Class 5: Aqueous Potassium Iodide Solution Preserved with Stabilizer for Medicinal Purposes as an Expectorant.	8 & 9 Affidavit Due	12/09/2020