

900438692 02/08/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM461378

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Piedmont Pharmaceuticals LLC		01/12/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Nuvo Pharmaceuticals (Ireland) Limited
Street Address:	c/o Mespil Business Centre, Sussex Road
City:	Dublin
State/Country:	IRELAND
Postal Code:	4
Entity Type:	Limited Liability Company: IRELAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87722646	RESULTZ

CORRESPONDENCE DATA

Fax Number: 8015660750
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.
Phone: 8015666633
Email: wiseman@tnw.com
Correspondent Name: Gary P. Oakeson
Address Line 1: 8180 S. 700 E.
Address Line 2: Suite 350
Address Line 4: Sandy, UTAH 84070

NAME OF SUBMITTER:	Gary P. Oakeson
SIGNATURE:	/Gary P. Oakeson/
DATE SIGNED:	02/08/2018

Total Attachments: 7

source=Trademark and Domain Assignment#page1.tif
 source=Trademark and Domain Assignment#page2.tif
 source=Trademark and Domain Assignment#page3.tif
 source=Trademark and Domain Assignment#page4.tif

OP \$40.00 87722646

source=Trademark and Domain Assignment#page5.tif

source=Trademark and Domain Assignment#page6.tif

source=Trademark and Domain Assignment#page7.tif

US TRADEMARK AND DOMAIN ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN ASSIGNMENT AGREEMENT ("**Trademark and Domain Assignment**"), dated as of January 12, 2018, is made by Piedmont Pharmaceuticals LLC, a Delaware limited liability company ("**Assignor**"), in favor of Nuvo Pharmaceuticals (Ireland) Limited, an Irish limited liability company ("**Assignee**").

WHEREAS, the Assignor, entered into that certain US Asset Purchase Agreement, dated as of even date herewith (the "**US Purchase Agreement**") with Assignee providing for the sale of the US Purchased Assets (as this term is defined in the US Purchase Agreement) by the Assignor to Assignee, including certain of Assignor's trademarks and service marks; and certain other specified intellectual property rights;

NOW THEREFORE, Assignor agrees as follows:

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

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

(b) registrations of the internet domain names set forth on Schedule 2 hereto, whether or not incorporating Assignor's trademarks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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.

The Assignor and Assignee acknowledge that the Assignee is the successor to the applicant's business to which the Assigned Trademarks and Domains pertains and that business is ongoing and existing.

2. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office to record and register this Trademark and Domain Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks and Domains including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Applicability of US Purchase Agreement. The representations and warranties of the Assignor in the US Purchase Agreement are incorporated herein by reference, but such representations and warranties remain subject to all of the remaining terms and conditions of the US Purchase Agreement, including the limitations set forth therein. The execution and delivery of this Assignment shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of the Assignee or Assignor in or under the US Purchase Agreement and such execution and delivery shall not be deemed a waiver or modification of, or supplement to, any provision of the US Purchase Agreement in any respect.

4. General.

(a) Entire Agreement. This Trademark and Domain Assignment, together with the US Purchase Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark and Domain Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(d) Counterparts. This Trademark and Domain 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 and Domain 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 and Domain Assignment.

[SIGNATURE PAGE FOLLOWS]

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

PIEDMONT PHARMACEUTICALS
LLC

By _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

NUVO PHARMACEUTICALS
(IRELAND) LIMITED


By 

Name: GERARD COLLINS

Title: DIRECTOR

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

PIEDMONT PHARMACEUTICALS
LLC

By 

Name: Eric Barnett

Title: Executive VP Business
Development and Marketing

AGREED TO AND ACCEPTED:

NUVO PHARMACEUTICALS
(IRELAND) LIMITED

By _____

Name: _____

Title: _____

SCHEDULE 1

Resultz ITU Application For Lice Treatment Preparations SN# 86/288590
[ABANDONED]

Resultz ITU Application For Lice Treatment Preparations SN# 87/722,646

Resultz ITU Application For Lice Treatment Preparations SN# 78/365,269 and REG
3276152 [Dead]

SCHEDULE 2

ASSIGNED DOMAIN NAMES

Internet Domains licensed through GoDaddy: resultz.us, resultzlice.com and resultz.solutions