

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470364

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|--------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HR Pharmaceutical, LLC | | 04/06/2018 | Limited Liability Company: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | Wiesman Holdings, LLC | | |
| Street Address: | 2600 Eastern Boulevard | | |
| Internal Address: | Suite 201 | | |
| City: | York | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 17402 | | |
| Entity Type: | Limited Liability Company: PENNSYLVANIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4053567 | CLINI-SCRUB | |
| Registration Number: | 4632644 | CLINIPAD | |
| Registration Number: | 5408352 | ECOVUE | |
| Registration Number: | 4620289 | ONE SHOT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7172914660 | | |
| <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: | 717-299-5201 | | |
| Email: | ipdocket@barley.com | | |
| Correspondent Name: | SCOTT F. LANDIS | | |
| Address Line 1: | 126 EAST KING STREET | | |
| Address Line 4: | LANCASTER, PENNSYLVANIA 17602 | | |
| ATTORNEY DOCKET NUMBER: | 56125-900 | | |
| NAME OF SUBMITTER: | SCOTT F. LANDIS | | |
| SIGNATURE: | /scott f. landis/ | | |
| DATE SIGNED: | 04/18/2018 | | |

CH \$115.00 4053567

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of April 6, 2018, by and between HR PHARMACEUTICAL, LLC ("Assignor"), a Pennsylvania limited liability company, and WIESMAN HOLDINGS, LLC, ("Assignee"), a Pennsylvania limited liability company, having its principal place of business at 2600 Eastern Boulevard, Suite 201, York, Pennsylvania 17402.

RECITALS:

- A. Assignor is the owner of certain trademarks, applications and/or registrations (the "Trademarks"), as more fully identified on Schedule A attached hereto, and
- B. Assignor has elected to transfer all of its right, title, and interest in and to the Trademarks to Assignee.

AGREEMENT:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee the entire right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all claims for damages by reason of past infringement of the Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives.

Assignor hereby warrants and represents to Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Agreement, Assignor is the sole and lawful owner of the entire unencumbered, right, title, and interest in and to the Trademarks; that Assignor has the full right and lawful authority to sell and convey the same to Assignee as set forth herein; and that no other party has been granted any rights in the Trademarks by Assignor.

Assignor agrees that it shall execute and/or deliver any additional instrument, and shall take any additional steps, reasonably requested by Assignee in order to effect, evidence, or perfect Assignee's rights in and to the Trademarks.

This Trademark Assignment shall be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that facsimile signatures on this Agreement shall be deemed effective and equivalent to original signatures.

This Trademark Assignment is made and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania exclusive of any conflicts of law principle that would apply the law of another jurisdiction. The parties hereto consent and agree that any legal proceedings related to this Trademark Assignment shall be brought and maintained in a court of competent jurisdiction located in York, Pennsylvania, and the


parties hereto agree that jurisdiction and venue for any such proceedings shall be exclusively within the courts of the Commonwealth of Pennsylvania or the United States District Court in and for York County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

ATTEST/WITNESS:

Ray P. O'R

HR PHARMACEUTICAL, LLC
("Assignor")

By: 
Name: Jon P. Wiesman
Title: President & CEO

SCHEDULE A

| TRADEMARK | FILING DATE | SERIAL NUMBER | REG. DATE | REG. NUMBER | Classes/Goods |
|----------------------|-------------|---------------|------------|-------------|--------------------------------------------------------------------------|
| UNITED STATES | | | | | |
| CLINI-SCRUB | 01/30/2010 | 77/924,264 | 11/08/2011 | 4,053,567 | |
| CLINIPAD | 01/31/2011 | 85/229,838 | 11/04/2014 | 4,632,644 | |
| EcoVue | 07/29/2016 | 87/120,724 | 02/20/2018 | 5,408,352 | |
| ONE SHOT | 02/20/2014 | 86/199,239 | 10/14/2014 | 4,620,289 | |
| EUTM | | | | | |
| EcoVue | 08/01/2016 | 15709926 | 11/22/2016 | 15709926 | 05 / Topical gel for medical and therapeutic use, namely, ultrasound gel |
| CANADA | | | | | |
| EcoVue | 07/29/2016 | 1793752 | | | |