### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM478050

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DR. REDDY'S LABORATORIES, INC.		06/11/2018	Corporation: NEW JERSEY

#### **RECEIVING PARTY DATA**

Name:	GENOMMA LAB USA, INC.			
Street Address:	4550 POST OAK PLACE DRIVE, SUITE 326			
City:	HOUSTON			
State/Country:	TEXAS			
Postal Code:	77027			
Entity Type:	Corporation: TEXAS			

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	1785176	BUFFERIN	
Registration Number:	3897879	BUFFERIN	

#### **CORRESPONDENCE DATA**

Fax Number: 4693054296

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: 4692873972

Email: sorana.ban@clarkhillstrasburger.com

**Correspondent Name:** Sorana G. Ban

Address Line 1: 901 MAIN STREET, SUITE 6000

Address Line 4: DALLAS, TEXAS 75202

NAME OF SUBMITTER:	Sorana G. Ban
SIGNATURE:	/Sorana G. Ban/
DATE SIGNED:	06/14/2018

#### **Total Attachments: 4**

source=Intellectual Property Assignment - Genomma#page1.tif source=Intellectual Property Assignment - Genomma#page2.tif source=Intellectual Property Assignment - Genomma#page3.tif source=Intellectual Property Assignment - Genomma#page4.tif

> **TRADEMARK** REEL: 006353 FRAME: 0198

900454604

#### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment"), dated as of June 11, 2018, is made by DR. REDDY'S LABORATORIES, INC., a corporation organized under the Laws of the State of New Jersey, with an office located at 107 College Road East, Princeton, NJ 08540 (the "Seller"), in favor of GENOMMA LAB USA, INC., a corporation organized under the Laws of the State of Texas, with an office located at Suite 326, 4550 Post Oak Place Drive, Houston, Texas, 77027 (the "Purchaser"), the purchaser of certain assets of Seller pursuant to Asset Purchase Agreement between Purchaser and Seller, dated as of June 4, 2018 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office:

NOW THEREFORE, the parties agree as follows:

- Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):
  - 1.1 the trademark registrations set forth on <u>Schedule 1</u> hereto and all issuances, extensions and renewals thereof (the "**Registered Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Registered Trademarks;
  - 1.2 the domain name set forth on <u>Schedule 1</u> hereto, which is owned by Seller, and the inactive facebook account URL set forth on <u>Schedule 1</u> hereto (the "**Domain Name**");
  - 1.3 all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and
  - 1.4 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

TRADEMARK REEL: 006353 FRAME: 0199

- Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.
- Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. Counterparts. This IP 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 IP 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 IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 006353 FRAME: 0200

IN WITNESS WHEREOF, the parties have duly executed as of the date first above written.

DR. REDDY'S LABORATORIES, INC.

<u>y V</u>

Name: Alok Sonig

Title: CEO - Developed Markets

Address for Notices: 107 College Road East, Princeton, NJ 08540

AGREED TO AND ACCEPTED:

GENOMMA NAB USA, INC.

Name: AGOSTA AKER

Title: USA COVARY MANAGER

Address for Notices GOOMA LABUSA NC.

4550 POSTOAK PLAS SUITE 326 HOUSION, TEXAS FAO27

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 006353 FRAME: 0201

# Schedule 1 ASSIGNED TRADEMARK REGISTRATIONS

Trademark	Country	Reg. No.	Serial No.	Status
BUFFERIN	United States	1785176	74334406	LIVE
BUFFERIN and Heart Design	United States	3897879	77810020	LIVE

## ASSIGNED DOMAIN NAME AND FACEBOOK ACCOUNT URL

bufferin.com

Facebook account URL: https://www.facebook.com/Bufferin/

TRADEMARK
REEL: 006353 FRAME: 0202

**RECORDED: 06/14/2018**