

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482153

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hospira, Inc.		06/29/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CASPER PHARMA, LLC		
<b>Street Address:</b>	2 TOWER CENTER BOULEVARD, SUITE 1101C		
<b>City:</b>	EAST BRUNSWICK		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08816		
<b>Entity Type:</b>	Limited Liability Company: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2671869	AQUASOL	
<b>Registration Number:</b>	0942613	AQUASOL A	
<b>Registration Number:</b>	0942612	AQUASOL E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7322271513		
<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>			
<b>Phone:</b>	7322430042		
<b>Email:</b>	btustin@casperpharma.com		
<b>Correspondent Name:</b>	BILL TUSTIN		
<b>Address Line 1:</b>	2 TOWER CENTER BOULEVARD, SUITE 1101C		
<b>Address Line 4:</b>	EAST BRUNSWICK, NEW JERSEY 08816		
<b>NAME OF SUBMITTER:</b>	Bill Tustin		
<b>SIGNATURE:</b>	/William F. Tustin/		
<b>DATE SIGNED:</b>	07/17/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made and effective as of June 29, 2018 (the "Effective Date"), by and between Hospira, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Assignor"), and Casper Pharma LLC, a limited liability company organized and existing under the laws of the State of New Jersey (the "Assignee"). Assignor and Assignee 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).

### W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement, dated as of June 29, 2018 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor sold, conveyed, assigned and transferred to Assignee all of Assignor's right, title and interest in and to the Transferred Trademarks, including the trademark registrations identified on Schedule A (collectively, the "Assigned Trademarks"), together with the goodwill associated therewith and the right to sue for past, present and future damages related thereto, subject to the terms and conditions of the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to execute this Assignment.

NOW, THEREFORE, in consideration of the foregoing, and including the consideration set forth in the Purchase Agreement, the representations, warranties, 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.** Assignor hereby sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest at Closing in, to and under (a) the Assigned Trademarks, together with the goodwill symbolized thereby, (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, and (c) any and all accounts, contract rights, warranties, and other general intangibles of Assignor related to any of the Assigned Trademarks.
2. **Issuance and Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any and all Assigned Trademarks to Assignee, its successors and assigns. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the purchaser and owner of the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars in the United States 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

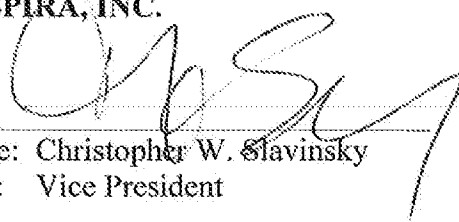
or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Purchase Agreement, and, in the event and to the extent that there is a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the Purchase Agreement shall control.

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 Assignee's request and at Assignee's expense, Assignor agrees to provide cooperation and assistance as is reasonably required by Assignee 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), and, in general, provide lawful cooperation reasonably requested by Assignee to carry out and fulfill the purposes and intent of this Assignment of the Assigned Trademarks, in each case, in accordance with and subject to the Purchase Agreement.
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 of such state. With respect to any suit, action or proceeding relating to this Assignment (each, a "Proceeding"), each Party irrevocably (i) agrees and consents to be subject to the jurisdiction of the United States District Court for the Southern District of New York or, if for any reason the United States District Court for the Southern District of New York lacks subject matter jurisdiction, 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 10.1 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.

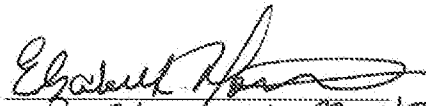
*[Signature page follows]*

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

HOSPIRA, INC.

By:   
Name: Christopher W. Slavinsky  
Title: Vice President

WITNESSED BY:

  
Name: Elizabeth Montemmo  
Nationality: U.S. Citizen  
Title: PARALEGAL  
Commercial address: 235 E. 42nd Street  
New York, NY 10017

**CASPER PHARMA LLC**

Digitally signed by Edward Neugeboren  
DN: cn=Edward Neugeboren, o=Casper  
Pharma LLC, ou,  
email=edward@casperpharma.com, c=US  
Date: 2018.06.29 15:18:46 -0400

**By: Edward Neugeboren**

**Name: Edward Neugeboren**

**Title: Chief Strategy Officer**

**WITNESSED BY:**

**SHARATH**  
**KORIPALLY**

Digitally signed by SHARATH KORIPALLY  
DN: cn=SHARATH KORIPALLY, o=CASPER  
PHARMA LLC, ou=Brand,  
c=US, email=SKORIPALLY@CASPERPHARMA.COM  
Date: 2018.06.29 15:47:39 -0400

**Name: Sharath Koripally**

**Nationality: Indian**

**Title: Associate Director - RA and QA**

**Commercial address: 2 Tower Center Blvd, Suite 1101C  
East Brunswick, NJ 08816**

**SCHEDULE A  
ASSIGNED TRADEMARKS**

Trademark	Country	Status	Application No	Application Date	Registration No	Registration Date	Renewal Date
AQUASOL	United States	Registered	76/371708	2/15/2002	2671869	1/7/2003	1/7/2023
AQUASOL A	United States	Registered	72/394539	6/10/1971	942613	9/12/1972	9/12/2022
AQUASOL E	United States	Registered	72/394538	6/10/1971	942612	9/12/1972	9/12/2022