

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pozen, Inc.		07/10/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Genus Lifesciences, Inc.		
Street Address:	514 North 12th Street		
City:	Allentown		
State/Country:	PENNSYLVANIA		
Postal Code:	18102		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5124592	YOSPRALA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	206-623-7580		
Email:	setrademarks@klgates.com		
Correspondent Name:	Michael J. Freno		
Address Line 1:	925 4th Ave. Ste. 2900		
Address Line 4:	Seattle, WASHINGTON 98104-1158		
NAME OF SUBMITTER:	Michael J. Freno		
SIGNATURE:	/Michael J. Freno/		
DATE SIGNED:	08/07/2018		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment") is made as of July 10, 2018, by and between **POZEN, INC.**, a Delaware corporation ("Assignor") and **GENUS LIFESCIENCES, INC.**, a Pennsylvania corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the sole owner of the registered trademark as set forth on Appendix A hereto and described below (collectively, the "Trademark Rights"), together with any and all goodwill of the business associated with the Trademark Rights; and

WHEREAS, pursuant to the Purchase Agreement, dated July 10, 2018 between Assignor and Assignee (the "Purchase Agreement"), Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, his entire right, title and interest in and to the Trademark Rights, and the rights set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in this Assignment, the covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment of Rights by Assignor.** Assignor does hereby transfer, assign, set over, convey and deliver to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, benefit, title, and interest in, to and under the Trademark Rights, including, without limitation, (i) the goodwill of the business symbolized by the Trademark Rights, (ii) any renewals and extensions of the Trademark Rights, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, and (iii) any and all claims and causes of action, with respect to any of the Trademark Rights whether accruing before, on or after the date of this Assignment, including, without limiting the generality of the foregoing, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default.

2. **Recordation and Further Assurances.** Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Assignor shall execute any and all applications, assignments, declarations, affidavits, powers of attorney, and any other papers in connection therewith reasonably necessary to perfect such right, benefit, title, and interest in Assignee.

3. **Power of Attorney.** Assignor does hereby appoint Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, pleadings, papers and instruments, and take any other actions necessary or desirable

in the discretion of the Assignee for the Assignee to carry out the activities described in Section 2. This power of attorney is coupled with an interest and shall be irrevocable. Assignor hereby ratifies all actions taken by such attorney-in-fact.

4. **Enforceability.** This Assignment is being executed by Assignor and shall be binding upon it and its respective successors and assigns, for the uses and purposes set forth above, and shall be effective as of the date hereof.

5. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to its conflicts or choice of law provisions. Each party hereby consents and agrees that the courts of State of New York and the United States District Court for the Southern District of New York have exclusive jurisdiction to hear, determine and enforce any claims or disputes arising out of or related to the provisions of this Agreement.

6. **Counterparts.** This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

7. **No Conflict.** Nothing contained in this Assignment will supersede any of the obligations, agreements, covenants, or representations and warranties of the Assignor or the Assignee contained in the Purchase Agreement, and this Assignment is made and accepted subject to all the terms, conditions, representations and warranties set forth in the Purchase Agreement, all of which survive execution and delivery of this Assignment as set forth in the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized corporate officer effective as of the date first written above.

ASSIGNOR:

POZEN, INC.

By: 

Name: Andrew Koven

Title: President

ASSIGNEE:

GENUS LIFESCIENCES, INC.

By: _____

Name:

Title:

[Signature Page to Assignment of Trademark Rights]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized corporate officer effective as of the date first written above.

ASSIGNOR:

POZEN, INC.

By: _____
Name:
Title:

ASSIGNEE:

GENUS LIFESCIENCES, INC.

By:  _____
Name: Jeffrey Moshal
Title: Chief Executive Officer

[Signature Page to Assignment of Trademark Rights]

**Appendix A
Trademark Rights**

Country	Mark	Application #	Registration #	Status
UNITED STATES	YOSPRALA	86/011803	5,124,592	REGISTERED