

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIAMONDBACK DRUGS OF DELAWARE, L.L.C.		07/17/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WEDGEWOOD VILLAGE PHARMACY, LLC		
Street Address:	405 HERON DRIVE		
City:	SWEDESBORO		
State/Country:	NEW JERSEY		
Postal Code:	08085		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4782729	DIAMOND REFILL	
Registration Number:	4890001	DIAMOND CHEWS	
Registration Number:	4665937	DIAMONDBACK DRUGS	
Registration Number:	4665934	DIAMOND MELTS	
Registration Number:	4665935	DIAMONDBACK DRUGS	
Registration Number:	4665932	DIAMOND TABS	
Serial Number:	87616197	EZ DOSEPEN	
Serial Number:	87615757	EZ DOSE PEN	
Registration Number:	5224993	VETPRESCRIBER.COM	
Serial Number:	86304246	DIAMONDBACK RX	
Serial Number:	86146168	DIAMOND SCRIPT	
Serial Number:	86438357	PUTTING ANIMALS FIRST	
Registration Number:	5006757	PUTTING ANIMALS FIRST	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
TRADEMARK			

OP \$340.00 4782729

Correspondent Name: KEYONN L. POPE, REED SMITH LLP
Address Line 1: 10 SOUTH WACKER DR
Address Line 2: 40TH FLOOR
Address Line 4: CHICAGO, ILLINOIS 60606-7507

NAME OF SUBMITTER: Keyonn L. Pope

SIGNATURE: /Keyonn L. Pope/

DATE SIGNED: 08/08/2018

Total Attachments: 8

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), is entered into and made effective as of July 17, 2018, by and between Wedgewood Village Pharmacy, LLC, a Delaware limited liability company (“Assignee”), and Diamondback Drugs of Delaware, L.L.C., a Delaware limited liability company (“Assignor”). Assignee and Assignor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

A. Assignee and Assignor are parties to a certain Stock Purchase Agreement, dated April 12, 2018 (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee certain Intellectual Property Assets that are owned or used by Assignor, and that are necessary for the conduct of the Assignor’s business as currently conducted. Assignor and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof;

(b) the patents set forth on Schedule 2 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(c) the domain names set forth on Schedule 3 hereto;

(d) the trade names set forth on Schedule 4 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions and renewals thereof;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the United States Patent and Trademark Office and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with 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) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

6. Counterparts. This 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 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 Assignment.

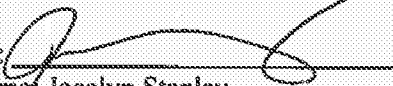
7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment of Intellectual Property as of the date first set forth above.

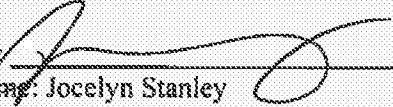
ASSIGNOR:

DIAMONDBACK DRUGS OF DELAWARE, L.L.C.

By: 
Name: Jocelyn Stanley
Title: Assistant Secretary

ASSIGNEE:

WEDGEWOOD VILLAGE PHARMACY, LLC

By: 
Name: Jocelyn Stanley
Title: Assistant Secretary

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

A. FEDERAL

<i>Mark</i>	<i>Serial No.</i>	<i>Filing Date/Registration Date</i>	<i>Registration No.</i>	<i>Registration Body</i>	<i>Status (Pending, Active or Abandoned)</i>
DIAMOND REFILL	86/146,187	17-Dec-2013/28-Jul-2015	4782729	US Patent and Trademark Office	Active
DIAMOND CHEWS	86/145,588	17-Dec-2013/19-Jan-2016	4890001	US Patent and Trademark Office	Active
 DIAMONDBACK D R U G S	86/146,730	18-Dec-2013/6-Jan-2015	4665937	US Patent and Trademark Office	Active
DIAMOND MELTS	86/146,223	17-Dec-2013/6-Jan-2015	4665934	US Patent and Trademark Office	Active
DIAMONDBACK DRUGS	86/146,276	17-Dec-2013/6-Jan-2015	4665935	US Patent and Trademark Office	Active
DIAMOND TABS	86/145,568	17-Dec-2013/6-Jan-2015	4665932	US Patent and Trademark Office	Active
"EZ DOSEPEN"	87/616,197	20-Sept-2017	N/A	U.S. Patent and Trademark Office	Pending
EZ DOSE PEN	87/615,757	20-Sept-2017	N/A	U.S. Patent and Trademark Office	Pending

VETPRESCRIBER.COM	87/217212	16-Mar-2017/13-Jun-2017	5224993	U.S. Patent and Trademark Office	Active
DIAMONDBACK RX	86/304,246	09-Jun-2014	--	US Patent and Trademark Office	Abandoned
DIAMOND SCRIPT	86/146,168	17-Dec-2013	--	US Patent and Trademark Office	Abandoned
PUTTING ANIMALS FIRST	86/438,357	29-Oct-2014	--	US Patent and Trademark Office	Abandoned
PUTTING ANIMALS FIRST	86/820,760	16-Nov-2015/26-July-2016	5,006,757	U.S. Patent and Trademark Office	Active

B. STATE (ARIZONA)

<i>Mark</i>	<i>App./Reg. No.</i>	<i>App./Reg. Date</i>
PHARMACY MORTAR WITH A SNAKE HEAD STICKING OUT WITH LETTERING "DIAMONDBACK DRUGS"	Reg. No.: 56828	1/10/2013
BACKWARD FACING CAPITAL LETTER "D" WITH A PROFILE OF A CAT, FRONTWARD FACING CAPITAL LETTER "D" WITH A PROFILE OF A DOG WITH LETTERING: "DIAMONDBACK DRUGS"	Reg. No.: 56827	1/10/2013
PHARMACY MORTAR WITH A SNAKE HEAD STICKING OUT. LETTERING "DIAMONDBACK DRUGS"	Reg. No. 45795	2/12/2002

SCHEDULE 2

PATENTS

U.S. Patent No. 8,003,616 issued August 23, 2011 entitled "Composition For The Treatment Of Ear Infections and Method", which was formally assigned by Michael R. Blaire and Rory J. Albert to Opco on November 10, 2014 (the "Patent Assignment").

U.S. Patent No. 9,636,403 issued May 2, 2017 entitled "Composition For The Treatment Of Ear Infections and Method", which was formally assigned by Diamondback Drugs, L.L.C. to Opco upon issuance pursuant to the Patent Assignment.

U.S. Patent No. 9,839,608 issued December 12, 2017 entitled "Composition For The Treatment Of Ear Infections and Method", which was formally assigned by Diamondback Drugs, L.L.C. to Opco upon issuance to the existing Patent Assignment.

SCHEDULE 3

DOMAIN NAMES

1. diamondbackdrugs.com
2. diamondbackdrugs.net
3. vetprescriber.com
4. vetprescribe.com
5. mydiamondback.com
6. diamondbackdrugs.pharmacy
7. pedmedications.pharmacy

SCHEDULE 4

REGISTERED TRADE NAMES (with the State of Arizona)

<i>Trade Name</i>	<i>Trade Name No.</i>
DIAMONDBACK DRUGS	562526
DIAMOND TABS	562527
DIAMOND MELTS	562525
DIAMONDBACK DRUGS	263604