

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486396

<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>
MERCK SHARP & DOHME CORP.		04/27/2017	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	USpharma Ltd		
<b>Street Address:</b>	13900 NW 57th Court		
<b>City:</b>	Miami Lakes		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33014		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73255779	NITRO-DUR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	W-L-O@outlook.com		
<b>Correspondent Name:</b>	William West		
<b>Address Line 1:</b>	115 Blue Jay Drive		
<b>Address Line 2:</b>	Suite 101		
<b>Address Line 4:</b>	Liberty, MISSOURI 64068		
<b>NAME OF SUBMITTER:</b>	William Charles West		
<b>SIGNATURE:</b>	/William Charles West/		
<b>DATE SIGNED:</b>	08/16/2018		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is made as of this 28th day of April 28, 2017, by and between Merck Sharp & Dohme Corp., a New Jersey corporation (“**Seller**”) and USPharma, Ltd., a Missouri corporation (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

**WHEREAS**, Seller is the owner in the United States of the Trademark registration and application set forth on Schedule A attached hereto and made part hereof (the “**Purchased Trademark**”);

**WHEREAS**, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of April 28, 2017 (the “**Asset Purchase Agreement**”); and

**WHEREAS**, in accordance with the Asset Purchase Agreement, Buyer has agreed to acquire from Seller and Seller has agreed to sell, transfer, convey, assign and deliver to Buyer all of Seller’s rights, title and interest in and to the Purchased Trademark, together with the goodwill of the business associated with and symbolized by the Purchased Trademark.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement, this Trademark Assignment and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**1. Defined Terms.** Unless otherwise specifically provided herein, capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

**2. Conveyance and Acceptance of Purchased Trademark.** In accordance with the provisions of the Asset Purchase Agreement, (a) Seller hereby sells, assigns, transfers, conveys and delivers to Buyer (and to Buyer’s successors, legal representatives, and assigns), all of its right, title and interest in and to the Purchased Trademark in the United States, including all common law rights therein and all trademark registrations and registration applications relating to the Purchased Trademark, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademark, all rights to bring an action, whether at law or in equity, for infringement or other violation of the Purchased Trademark against any third party, all rights to recover damages, profits and injunctive relief for infringement or other violation of the Purchased Trademark, and all goodwill of the business associated with and symbolized by the Purchased Trademark; *provided, however*, that no such rights are being assigned hereunder with respect to any Excluded Assets or Excluded Liabilities; and (b) Buyer hereby accepts such sale, transfer, conveyance, assignment and delivery.

**3. Recordation.** Seller hereby authorizes Buyer to record this Trademark Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant Governmental Authorities. All costs and expenses, including third party filing and recordation fees and other disbursements, associated with the conveyance of the Purchased Trademark and with the recordation of this Trademark Assignment shall be borne solely by Buyer.

**4. Asset Purchase Agreement Controls.** Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Buyer or Seller set forth in the Asset Purchase Agreement. This Trademark Assignment is subject to and governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. Nothing contained herein is intended to modify or supersede any of the provisions of the Asset Purchase Agreement.

**5. Further Assurances.** Seller agrees, at Buyer's expense, to take such further action and to execute and deliver such additional instruments and documents as Buyer may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment including signing all papers and documents, taking all lawful oaths and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of trademarks or applications of Purchased Trademark.

**6. Miscellaneous.**

(a) **Expenses.** All costs and expenses associated with the conveyance under this Trademark Assignment of all right, title and interest of Seller in and to the Purchased Trademark shall be borne solely by Buyer.

(b) **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

MERCK SHARP & DOHME CORP.

By: \_\_\_\_\_

Name: *José E. Pardo*

Title: *ASSISTANT TREASURER*

USPHARMA, LTD.

By: \_\_\_\_\_

Name:

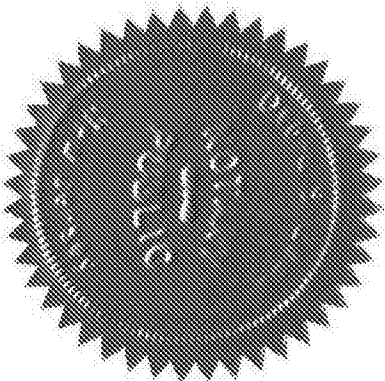
Title:

[Signature Page to Trademark Assignment Agreement]

STATE OF New Jersey  
} ss  
COUNTY OF Union }

On this 20<sup>th</sup> day of April, 2017, before me personally appeared Jonathan B. Pflanz, to me personally known, who, being duly sworn, did say that he/she is the ~~ASSIGNMENT~~ Manager of Merck Sharp & Dohme Corp. and that he/she duly executed the foregoing instrument for and on behalf of Merck Sharp & Dohme Corp. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Debra Lema  
Notary Public  
Expiration Date: 10/31/2018



[Notary Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.


MERCK SHARP & DOHME CORP.

By: \_\_\_\_\_

Name:

Title:

USPHARMA, LTD.

By: 

Name: Manesh Dixit

Title: CEO

[Signature Page to Trademark Assignment Agreement]

STATE OF New Jersey }  
  } ss  
COUNTY OF Mercer }

On this 27<sup>th</sup> day of April, 2017, before me personally appeared Manish Ashok Dixit to me personally known, who, being duly sworn, did say that he/she is the CEO of USPharma, Ltd. and that he/she duly executed the foregoing instrument for and on behalf of USPharma, Ltd. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Christine M Fenimore  
Notary Public  
Expiration Date: \_\_\_\_\_

CHRISTINE M. FENIMORE  
A Notary Public of New Jersey  
My Commission Expires August 23, 2020

[Notary Page to Trademark Assignment Agreement]



**SCHEDULE A**

**PURCHASED TRADEMARK**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>App #</b>	<b>App Date</b>	<b>Reg #</b>	<b>Reg Date</b>	<b>Owner</b>
NITRO-DUR	United States	Registered	73255779	03/28/1980	1245737	07/19/1983	Merck Sharp & Dohme Corp.