## 900469856

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM493813

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Moberg Pharma AB		04/01/2018	Corporation: SWEDEN

## **RECEIVING PARTY DATA**

Name:	Randob Labs LTD
Street Address:	45 Quaker Ave
Internal Address:	#207
City:	Cornwall
State/Country:	NEW YORK
Postal Code:	12518
Entity Type:	Corporation: NEW YORK

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	0617601	BALMEX
Registration Number:	0840315	BALMEX
Registration Number:	3768447	ACTIVGUARD
Registration Number:	4467220	ADULTCARE

### **CORRESPONDENCE DATA**

Fax Number: 8455651999

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: 8455651100

Email: shumphrey@cmmrlegal.com

**Correspondent Name:** Shay Humphrey Address Line 1: 6 Chelsea Ct

Address Line 4: New Paltz, NEW YORK 12561

NAME OF SUBMITTER:	Shay A. Humphrey
SIGNATURE:	/Shay A. Humphrey/
DATE SIGNED:	10/15/2018

**Total Attachments: 4** 

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**TRADEMARK** 

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TRADEMARK REEL: 006456 FRAME: 0275

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as 18th April 2018, by and between Moberg Pharma AB (publ), a Swedish limited liability company ("Assignor"), and Randob Labs LTD, a New York corporation, ("Assignee"). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Assignor is engaged or have been engaged either directly or through third parties in the business of developing, manufacturing, marketing, and selling products known as the Balmex® product line in the United States of America through the use of the trademarks and trade names associated with such products that are owned by Assignor;

WHEREAS, Assignor and the Assignee have entered into that certain Asset Sale and Purchase Agreement dated as of 26 February 2018 (the "Agreement"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to purchase and assume, certain assets and liabilities relating to the Products; and

WHEREAS, in connection with the Agreement, Assignor has agreed to transfer, convey, and assign all of Assignor's rights, title, and interest in and to the trademarks and trade names and all applications and registrations of the foregoing set forth on <a href="Exhibit A">Exhibit A</a>, attached hereto, together with the goodwill associated therewith (the "Product Trademarks").

NOW, THEREFORE, for one dollar (\$1.00) and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged:

Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in and to the Product Trademarks, including the related common-law rights and all goodwill associated therewith.

Assignor authorizes and requests the United States Patent and Trademark Office and the equivalent office in each country in which Product Trademarks are registered to record Assignee as the assignee and owner of the Product Trademarks and to issue any trademarks which may be granted on any applications included in the Product Trademarks to Assignee as assignee of the entire right, title and interest therein and thereto.

Assignor agrees that it shall cooperate with Assignee to execute further documentation and to take further actions as may be reasonably required under local laws and regulations to effectuate and record this Assignment, all at Assignee's sole cost and expense. In connection with the foregoing, Assignor agrees, at Assignee's sole cost and expense, to take such further reasonable actions and to execute any reasonably required powers of attorney, applications, assignments, declarations, affidavits and other papers. This obligation shall expire on 30 June 2018.

TRADEMARK REEL: 006456 FRAME: 0276

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

ASSIGNOR:

Moberg Pharma Ab-(Publ)
By: Name: Pcter Wolpart Title: CE()
By: 12/2- W
Name: TORBOTERN HUVISTO
TITLE: BUARD MEMBER
ASSIGNEE:
RANDOB LABS, LTD
By:
Name:

Signature Page to Trademork Assignment

TRADEMARK
REEL: 006456 FRAME: 0277

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

ASSIGNOR:		
MOBERG PHARMA AB (PUBL)		
Ву:		
Name:		
Title:		
Ву:		
Name:		
Title:		
ASSIGNEE:		
RANDOB LABS, LTD		
By: Jaux Cleg		
Name Johns J Creagun		
Title V CACAL &		

# <u>Exhibit A</u> to Trademark Assignment

# **Product Trademarks**

### Trademarks:

TRADEMARK		TERRITORY	APPLICATION NUMBER/ REGISTRATION NUMBER	REGISTRATION DATE
BALMEX	03	United States of America	617,601	12/13/1955
BALMEX (Stylized)	05	United States of America	840,315	12/12/1967
ACTIVGUARD	05	United States of America	3,768,447	3/30/2010
ADULTCARE	05	United States of America	4,467,220	1/14/2014
BALMEX	03	Panama	76787	8/11/1995

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**RECORDED: 10/15/2018**