

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sancilio & Company Inc.		07/23/2018	Corporation: DELAWARE
Sancilio Pharmaceuticals Company, Inc.		07/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oceanblue LLC		
Street Address:	6501 Congress Avenue, Suite 240		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4433950	OCEAN BLUE	
Registration Number:	4118488	MINICAPS	
Registration Number:	5044968	OLCENIC	
Registration Number:	3591946	OCEAN BLUE	
Registration Number:	5058720	OMEGAPOWER	
Serial Number:	87850320		
CORRESPONDENCE DATA			
Fax Number:	5612755087		
<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:	2406704437		
Email:	bradgies@gieslaw.com		
Correspondent Name:	Bradley Gies		
Address Line 1:	1983 PGA blvd, suite 102		
Address Line 4:	Palm Beach Gardens, FLORIDA 33408		
NAME OF SUBMITTER:	Bradley Gies		
SIGNATURE:	/Bradley Gies/		
DATE SIGNED:	11/14/2018		

OP \$165.00 4433950

Total Attachments: 8

source=Sancilio - KD Pharma Final Sale Order (OceanBlue) APA 1st page#page1.tif

source=Fully Executed Intellectual Property Assignment Agreement (Oceanblue - Sancillio)#page1.tif

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Execution Copy

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**") is entered into and effective as of June 5, 2018, by and among K.D. Pharma Bexbach GmbH, a limited liability company under the laws of Germany, or its designee (the "**Buyer**") and Sancilio Pharmaceuticals Company, Inc., a Delaware corporation, Sancilio & Company, Inc., a Delaware corporation and Blue Palm Advertising Agency, LLC, a Florida limited liability company (collectively, the "**Sellers**" and each individually, a "**Seller**"). The Buyer and the Sellers are referred to collectively herein as the "**Parties**" and individually as a "**Party**."

A. The Sellers are currently operating that certain Ocean Blue brand business relating to the commercialization of Omega-3 products (such business and operations of the Seller and such businesses and operations of such entities shall be referred to as the "**Business**").

B. Each Seller intends to file a voluntary petition (the "**Petitions**") for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") on or before June 5, 2018;

C. Subject to and upon the terms and conditions herein, the Sellers desire to sell, assign, transfer, convey and deliver to the Buyer, and the Buyer desires to purchase and acquire from the Sellers, all of the Seller's right, title and interest in the Purchased Assets (as defined below) (the "**Sale**");

D. The transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to one or more Sale Orders (as defined below) approving such sales free and clear of all Encumbrances, all as more specifically provided in this Agreement and in accordance with sections 105, 363 and 365 of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Bidding Procedures Order (as defined below); and

E. The Sellers and the Buyer have negotiated in good faith and at arm's length for the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities (as defined below) associated therewith and for certain bid protections in connection therewith, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 The following terms shall have the meanings set forth below as used in this Agreement:

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**, dated as of July __, 2018 (this "Intellectual Property Assignment"), among (i) Sancilio Pharmaceuticals Company, Inc., a Delaware corporation, (ii) Sancilio & Company, Inc., a Delaware corporation, and (iii) Blue Palm Advertising Agency, LLC, a Florida limited liability company, as assignor (collectively, the "Assignors") and Oceanblue LLC, a Delaware limited liability company (the "Assignee"). The Assignors and the Assignee are each a "Party" hereto and are collectively referred to herein as the "Parties". Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Assignors and the Assignee are parties to the Asset Purchase Agreement, dated as of June 5, 2018 (the "Purchase Agreement"), pursuant to which the Assignors have agreed to grant, sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase from the Assignors, all of the Assignors' right, title and interest in the Purchased Assets (including the Assigned IP (as defined below)), free and clear of any and all Encumbrances from and after the Closing Date; and

WHEREAS, this Intellectual Property Assignment is being provided to evidence the Assignors' assignment to the Assignee of the Assigned IP (as defined below), free and clear of any and all Encumbrances, from and after the Closing Date pursuant to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

1. Assignment to the Assignee

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby irrevocably convey, transfer and assign to the Assignee, and the Assignee hereby accepts, all of Assignors' right, title and interest in the Intellectual Property exclusively relating to the Business, but excluding any Intellectual Property relating to the ALT technology and the discontinued MYLK product line, including the following (the "Assigned IP"):

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

(b) the domain name registrations set forth on **Schedule 2** hereto and all issuances, extensions and renewals thereof (the "Domain Names");

(c) all rights of any kind whatsoever of Assignee accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions

The Assignors and the Assignee hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request, and at the Assignee's sole cost and expense, the Assignors and the Assignee shall take such steps and actions, and provide in a commercially reasonable manner, such cooperation and assistance to the Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to the Assignee, or any assignee or successor thereto.

3. Domain Name Registrations

Within fifteen (15) days after the Closing Date, at Assignee's reasonable request and at Assignee's sole cost and expense, the Assignors and the Assignee shall execute and deliver to the Assignee all documents, papers, forms and authorizations, and take such other actions as are commercially necessary in accordance with the procedures of the applicable Internet domain name registrars to (i) effectuate and evidence the transfer of ownership and control (including administrative and technical access) to the Assignee (or its designee) of the Domain Names, or (ii) to register and/or enable the Assignee to register the Domain Names in the name of the Assignee (or its designee) with the domain name registrar of the Assignee's choosing as designated by the Assignee in writing.

4. Purchase Agreement

This Intellectual Property Assignment shall be subject to the terms and conditions set forth in the Purchase Agreement and the Sale Order. The Assignors and the Assignee hereby acknowledge and agree that the provisions of this Intellectual Property Assignment shall not modify or limit the full force and effect of the terms and provisions of the Purchase Agreement or the Sale Order. Nothing contained in this Intellectual Property Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies of the Parties based upon, arising out of, or otherwise in respect of the Purchase Agreement. In the event of a conflict between the terms and provisions of this Intellectual Property Assignment and the terms and provisions of the

Purchase Agreement, the terms and provisions of the Purchase Agreement, as approved by the Sale Order, shall prevail, govern and control in all respects.

5. Headings

The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Intellectual Property Assignment.

6. Governing Law; Jurisdiction; Waiver of Jury Trial

Section 12.06 of the Purchase Agreement is hereby incorporated by reference into this Intellectual Property Assignment and shall apply as if fully set forth herein mutatis mutandis.

7. Severability; Conflicts

In the event that any provision of this Intellectual Property Assignment, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Intellectual Property Assignment, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by applicable Law.

8. Successors and Assigns

This Intellectual Property Assignment shall bind the Parties, their legal representatives, and their permitted successors and assigns.

9. Entire Agreement

This Intellectual Property Assignment, the Purchase Agreement and the Sale Order constitute the entire agreement between the Parties. No amendment or modification of this Agreement shall be binding or valid unless set forth in writing and executed by the Parties.

10. Counterparts

The Parties may execute this Intellectual Property Assignment in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. This Intellectual Property Assignment is effective upon delivery of one executed counterpart from one Party to the other Party. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.

[Remainder of Page Intentionally Left Blank: Signature Page Follows.]


IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment to be executed on the date first above written.

ASSIGNORS:

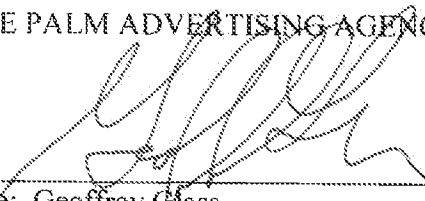
**SANCILIO PHARMACEUTICALS
COMPANY, INC.**

By: 
Name: Geoffrey Glass
Title: Chief Executive Officer

SANCILIO & COMPANY, INC.

By: 
Name: Geoffrey Glass
Title: Chief Executive Officer

BLUE PALM ADVERTISING AGENCY, LLC

By: 
Name: Geoffrey Glass
Title: Chief Executive Officer

ASSIGNEE:

OCEANBLUE LLC

By: _____
Name: Oscar Groet
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment to be executed on the date first above written.

ASSIGNORS:

**SANCILIO PHARMACEUTICALS
COMPANY, INC.**

By: _____
Name: Geoffrey Glass
Title: Chief Executive Officer

SANCILIO & COMPANY, INC.

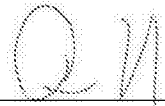
By: _____
Name: Geoffrey Glass
Title: Chief Executive Officer

BLUE PALM ADVERTISING AGENCY, LLC

By: _____
Name: Geoffrey Glass
Title: Chief Executive Officer

ASSIGNEE:

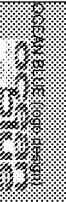

OCEANBLUE LLC

By:  _____
Name: Oscar Groet
Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Green - Issued
 Red - Abandoned/Exp.
 White - In Prosecution

Trademark	Country	Owner	Foreign Associate and FA Ref. #	Trademark Application Serial No.	Filing Date	Trademark Reg. No	International Class (IC) and Description
	United States (US)	Sancilio & Company, Inc.	N/A	86810829	1/24/2017	4880980	IC 305 - Dietary and nutritional supplements, dietary food supplements, dietary supplements, nutraceutical supplements, for the preparation of the presence of omega-3 fatty acids.
	United States (US)	Sancilio & Company, Inc.	N/A	86810884	1/24/2017		IC 305 - Dietary and nutritional supplements, dietary and nutraceutical supplements, nutraceutical supplements, for the preparation of the presence of omega-3 fatty acids.
MINICAPS	United States (US)	Sancilio & Company, Inc.	N/A	86391995	8/19/2014	4118418	IC 305 - Dietary and nutritional supplements, dietary and nutraceutical supplements, nutraceutical supplements, for the preparation of the presence of omega-3 fatty acids.
OCEANIC	United States (US)	Sancilio & Company, Inc.	N/A	77822871	6/24/2007	3254886	Class 1: Natural occurring combination of choleic acid and essential acid used as an ingredient in the manufacture of dietary and nutritional supplements. Class 5: Natural occurring combination of choleic acid and essential acid for use as a component of dietary and nutritional supplements and also dietary and nutritional supplement.
OCEANIC	United States (US)	Sancilio & Company, Inc.	N/A	86802489	2/9/2016	5444986	IC 305 - Nutraceuticals for use as a dietary supplement.
OCEAN BLUE	United States (US)	Sancilio & Company, Inc.	N/A	77160905	4/19/2007	3591946	IC 305 - Dietary supplements.
OCEAN BLUE	United States (US)	Sancilio & Company, Inc.	N/A	86324844	9/1/2016	6156720	IC 305 - Dietary and nutraceutical supplements, dietary and nutraceutical supplements, for the preparation of the presence of omega-3 fatty acids.
OCEAN BLUE	Europe (EU)	Sancilio & Company, Inc.	HGF # 1295463EP	9839076	3/9/2018	8888076	IC 305 - Dietary supplements.
OCEAN BLUE	Europe (EU)	Sancilio & Company, Inc.	SAF	26543618	7/27/2017		IC 305 - Dietary supplements.
MINICAPS	United States (US)	Sancilio & Company, Inc.	N/A	87699213	11/28/2017		IC 305 - Nutritional supplements, Dietary and nutritional supplements containing omega-3 fatty acids.

SCHEDULE 2

ASSIGNED DOMAIN NAMES

1. www.oceanblueomega.com
2. www.tryob.net
3. www.oceanblueprofessional.com
4. www.olcenic.com
5. www.olcenic.net
6. www.olcenic.org
7. www.olcenic.info
8. www.oceanbluenutritionals.com