

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GastroEntero-Logic, LLC		12/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cumberland Pharmaceuticals Inc.		
Street Address:	2525 West End Avenue, Suite 950		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4203719	OMECLAMOX	
Registration Number:	4588520	OMECLAMOX-PAK	
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>		
Email:	lchubb@haugpartners.com, ltepper@gellc.com		
Correspondent Name:	Lewis Tepper		
Address Line 1:	400 Kelby Street, 10th Floor		
Address Line 4:	Fort Lee, NEW JERSEY 07024		
NAME OF SUBMITTER:	Laura A. Chubb		
SIGNATURE:	/Laura A. Chubb/		
DATE SIGNED:	12/11/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment") is made and entered into effective as of the 31st of December, 2017 (the "Effective Date"), by and between GastroEntero-Logic, LLC, a company organized under the laws of the State of Delaware ("GEL" or "Assignor"), and Cumberland Pharmaceuticals Inc., a Tennessee corporation ("Buyer"). Assignor and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is the sole and exclusive owner of the Trademarks set forth on Schedule A attached hereto and made part hereof (collectively, the "Purchased Trademarks"); and

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of the 31st of December, 2017 (the "Asset Purchase Agreement"), by and between GEL and Buyer, Buyer wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Buyer, the Purchased Trademarks, together with all common law rights therein and all goodwill of the business associated with and symbolized by the Purchased Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions hereinafter set forth and set forth in the Asset Purchase Agreement and the other Transaction Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. Unless otherwise specifically provided herein, all capitalized terms used, but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
2. Conveyance and Acceptance of Purchased Trademarks. Effective as of the Effective Date, (a) Assignor hereby irrevocably, without reservation, assigns, transfers, conveys and delivers to Buyer (and to Buyer's successors and assigns), all of its right, title and interest in and to the Purchased Trademarks, including all common law rights therein and all trademark registrations and registration applications for the Purchased Trademarks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Purchased Trademarks against any Third Party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse, or other violation of the Purchased Trademarks, and all goodwill of the business associated with and symbolized by the Purchased Trademarks; and (b) Buyer hereby accepts such assignment, transfer, conveyance and delivery.
3. Recordation. Assignor 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.

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4. Further Acts. Each Party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as the other Party may reasonably request in order to fulfill the purposes and intent of this Trademark Assignment.

5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive Law of another jurisdiction.

6. Waiver and Non-Exclusion of Remedies. Any term or condition of this Trademark Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by any Party of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise. The rights and remedies provided herein are cumulative and do not exclude any other right or remedy provided by applicable Law or otherwise available except as expressly set forth herein.

7. Successors and Assigns. This Trademark Assignment will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns.

8. Amendment. This Trademark Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties hereto.

9. Entire Agreement. This Trademark Assignment, together with the Schedule expressly contemplated hereby and attached hereto, the Asset Purchase Agreement, the Ancillary Agreements and the other agreements, certificates and documents expressly contemplated thereby and delivered in connection therewith contain the entire agreement among the Parties with respect to the transactions contemplated hereby and thereby and supersede all prior agreements, understandings, promises and representations, whether written or oral, among the Parties with respect to the subject matter hereof and thereof. Each Party confirms that it is not relying on any representations or warranties of the other Party except as specifically set forth herein.

10. 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.

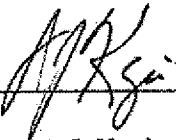
[Signature page follows]

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

GastroEntero-Logic, LLC

Cumberland Pharmaceuticals Inc.

By: 

By: 

Name: Lewis Tepper

Name: A.J. Kazimi

Title: Member & Authorized Signatory

Title: Chief Executive Officer

Date: December 5, 2018

Date: 12/5/2018

[Signature Page of Trademark Assignment]

Schedule A

Mark / Jurisdiction	Class / Goods	App. No. / Filing Date	Registration No. / Registration Date	Post-Registration Events	Client/Matter #
OMECLAMOX U.S.	IC 5 - Pharmaceutical preparations, namely, anti-ulcer preparations	85/466921 November 8, 2011	4203719 September 4, 2012	8/28/2018 – Filed declaration of use 9/6/2022 – renewal due	660087-8006
OMECLAMOX-PAK U.S.	IC 5 - Pharmaceutical preparations, namely, anti-ulcer preparations	86/170802 January 21, 2014	4588520 August 19, 2014	8/19/2020 – renewal due	660087-8008
OMECLAMOX EU	IC 5 - Pharmaceutical preparations, namely, anti-ulcer preparations	010803741 April 12, 2012	010803741 June 5, 2016	4/12/2022 – renewal due	660087-8006.CTM
OMECLAMOX (Japanese characters) Japan	IC 5 - Pharmaceutical preparations; anti-ulcer preparations	2012-028361 April 10, 2012	5512502 August 3, 2012	8/3/2022 – renewal due	660087-8006.JP

[Schedule A to Trademark Assignment Agreement]