

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutrition 21, LLC		11/30/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	JDS Therapeutics, LLC		
Street Address:	1 Manhattanville Road		
City:	Purchase		
State/Country:	NEW YORK		
Postal Code:	10577		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4320901	CARDIA	
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:	jessica.kraver@kattenlaw.com		
Correspondent Name:	Jessica G. Kraver		
Address Line 1:	575 Madison Avenue		
Address Line 2:	c/o Katten Muchin Rosenman LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	100511-00097		
NAME OF SUBMITTER:	Jessica G. Kraver		
SIGNATURE:	/Jessica G. Kraver/		
DATE SIGNED:	12/07/2018		
Total Attachments: 3			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is entered into this 30th day of November, 2018 (the "Effective Date"), and is by and between Nutrition 21, LLC, a limited liability company organized and existing under the laws of the State of New York, having offices at 1 Manhattanville Road, Purchase, New York 10577 ("Assignor") and JDS Therapeutics, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having offices at 1 Manhattanville Road, Purchase, New York 10577 ("Assignee").

WHEREAS, Assignor is the owner of the trademark registration identified on Schedule A, attached hereto and made a part hereof, and all common law rights in the corresponding trademark shown (collectively, the "Trademark").

WHEREAS, Assignee wishes to acquire all of Assignor's ownership, right, title and interest in and to the Trademark and the goodwill associated therewith, all as more specifically set forth herein.

WHEREAS, Assignor wishes to transfer and assign to Assignee, all right, title, interest and ownership in and to the Trademark and related goodwill, free and clear of all liens, claims and encumbrances, pursuant to the terms and provisions set forth herein.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the Trademark, together with the portion of the business appurtenant thereto, including the goodwill of the business; all income, royalties, damages and payments now or hereafter due or payable in respect to the Trademark; and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the Trademark and the rights thereto.

Following the execution of this Assignment and at Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in all of Assignor's applications and registrations in those countries as set forth in the annexed Schedule A, and all related goodwill. At the request of Assignee, Assignor shall execute, and shall designate a responsible person (as applicable) who shall in the future timely execute and deliver all such assignment documents to Assignee. Until such time as all of the assignments of the Trademark in all countries as set forth in the annexed Schedule A are duly recorded with the responsible government offices (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of this Assignment, to be the owner of the Trademarks.

If it shall be necessary to record this Assignment or other confirmatory documentation during the Interim Period, or in the event that the Trademark shall become due for any maintenance filings or other recordations during the Interim Period, Assignor shall likewise cooperate with Assignee's requests and hereby consents and grants to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to record and file assignments and other materials confirming ownership by Assignee and to maintain and enforce the Trademark.

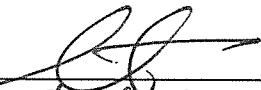
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed in their respective corporate names by a duly authorized officer as of the Effective Date.

NUTRITION 21, LLC

By: 
Name: Joseph Weiss
Title: 12/5/18

ACCEPTED AND ACKNOWLEDGED BY:

JDS THERAPEUTICS, LLC

By: 
Name: Michael Saksow
Title: CEO

SCHEDULE A

Jurisdiction	Mark	Application Number	Registration Number
United States	CARDIA	App 85710077	Reg 4320901