

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/12/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Theravance Biopharma Antibiotics IP, LLC		03/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cumberland Pharmaceuticals Inc.		
Street Address:	2525 West End Avenue		
Internal Address:	Suite 950		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86686788	TOUR	
Serial Number:	86686809	TOUR	
CORRESPONDENCE DATA			
Fax Number:	6152591470		
<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:	6152591029		
Email:	trademarks@arlaw.com		
Correspondent Name:	Kristina Montanaro Schrader		
Address Line 1:	424 Church Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	604816-33		
NAME OF SUBMITTER:	Kristina Montanaro Schrader		
SIGNATURE:	/Kristina Montanaro Schrader/		
DATE SIGNED:	03/05/2019		
Total Attachments: 4			

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U.S. Trademark Assignment Agreement

WHEREAS, **Theravance Biopharma Antibiotics IP, LLC**, a limited liability company duly organized under and pursuant to the laws of Delaware and having its principal place of business at 901 Gateway Boulevard, South San Francisco, California 94080 (the "Assignor"), is the sole owner of the trademark applications listed in **EXHIBIT A** (collectively the "Assigned Marks");

WHEREAS, **Cumberland Pharmaceuticals Inc.**, a corporation incorporated in the State of Tennessee, U.S.A. having a principal place of business at 2525 West End Avenue, Suite 950, Nashville, Tennessee 37203, U.S.A., (the "Assignee"), is desirous of acquiring Assignor's entire right, title and interest in and to the Assigned Marks and Assignor is willing to assign its rights, title, and interest with respect thereto to the Assignee on the terms hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer, set over and relinquishes exclusively unto the Assignee, as a successor to that portion of Assignor's business, which is ongoing and existing, to which the Assigned Marks pertain, and unto Assignee's successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the Assigned Marks including the absolute entitlement to any registered trademarks or designs granted pursuant to any of the applications comprised in the Assigned Marks; all statutory and common law rights attaching to the Assigned Marks, together with the goodwill in the Assigned Marks; the entire copyright and all other rights in the nature of copyright subsisting in the Assigned Marks; the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off or unfair competition) arising from ownership, of any of the Assigned Marks whether occurring before, on or after the date of this assignment; the same to be held and enjoyed by the Assignee, for its own use and behalf and for the use and behalf of its successors, legal representatives and assigns, for the full term of the Assigned Marks, including any renewals, reversions, extensions or revivals, as fully and entirely as if the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

AND to the extent legally permissible, the Assignor hereby waives, and shall use its reasonable endeavors to procure that any relevant third party waives, in favor of the Assignee, all moral rights the Assignor or such third party has or may have in the Assigned Marks.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that, at the Assignee's expense and reasonable request, the Assignor will take such action and execute such documents as are reasonably necessary to perfect the interest assigned herein.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that if counsel for the Assignee, or the counsel for its successors, legal representatives and assigns, shall advise that any proceeding, filing or other legal action in connection with the Assigned Marks is lawful and desirable for the maintenance, enforcement and defense of the same, Assignor will, to the extent reasonable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done

for the maintenance, enforcement and defense of the Assigned Marks and any trademark or design registrations resulting therefrom, without charge to the Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

AND the Assignor hereby requests the United States Patent and Trademark Office, and all other trademark and/or registered design offices, to issue any and all trademark or design registrations resulting from any trademark or design right applications comprised in the Assigned Marks to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives and assigns.

This assignment and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of New York without regard to its conflicts of laws provisions and the Assignor and Assignee agree to the personal jurisdiction of and venue in any state or federal court located in or with jurisdiction over New York County, New York. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded.

This assignment is made effective as of the 12th day of November 2018 (the "Effective Date") and supersedes the two prior assignments executed by Assignor and Assignee on the Effective Date only with respect to the Assigned Marks listed in Exhibit A to this assignment. The two prior assignments shall continue to govern and are not amended nor superseded by this assignment with respect to all other intellectual property transferred in those prior assignments.

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IN WITNESS WHEREOF, the parties hereby have caused this assignment to be signed by individuals duly authorized, nunc pro tunc, all as of the Effective Date.

Theravance Biopharma Antibiotics IP, LLC

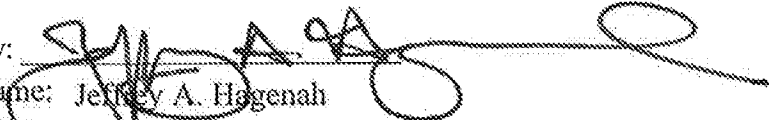
By: 
Name: Jeffrey A. Hogenah
Title: Authorized Signatory

Exhibit A

Docket Number	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
T-030	United States of America	Published	86/686,788	08-Jul-2015		
T-030	United States of America	Published	86/686,809	08-Jul-2015		

[End of EXHIBIT A]