

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516020

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRUGEN IP HOLDINGS, INC.		03/25/2019	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRUGEN, LLC		
<b>Street Address:</b>	18899 N THOMPSON PEAK PARKWAY		
<b>City:</b>	SCOTTSDALE		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88050033	DERMAGAN	
<b>Serial Number:</b>	86977698	PRUGEN PHARMACEUTICALS	
<b>Serial Number:</b>	86343640	PRUGEN PHARMACEUTICALS	
<b>Serial Number:</b>	85363033	PRUTECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5207702235		
<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>			
<b>Phone:</b>	520-770-8716		
<b>Email:</b>	tm-dept@quarles.com, julie.hughes@quarles.com		
<b>Correspondent Name:</b>	Quarles & Brady LLP		
<b>Address Line 1:</b>	One South Church Avenue, Suite 1700		
<b>Address Line 2:</b>	Gavin Milczarek-Desai		
<b>Address Line 4:</b>	Tucson, ARIZONA 85701		
<b>ATTORNEY DOCKET NUMBER:</b>	146259.00002		
<b>NAME OF SUBMITTER:</b>	Gavin Milczarek-Desai		
<b>SIGNATURE:</b>	/Gavin Milczarek-Desai/		
<b>DATE SIGNED:</b>	03/26/2019		
<b>Total Attachments: 2</b>			

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement is between PRUGEN IP HOLDINGS, INC., an Arizona Corporation (hereinafter "Assignor"), and PRUGEN, LLC, a Delaware Limited Liability Company (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the following trademarks and U.S. Trademark Registrations or Application (the "Marks") and the goodwill of the business symbolized thereby and associated therewith:

Application No.	Registration No.	Mark	Class/Goods/Services
88050033		DERMAGAN	IC 042: Pharmaceutical research and development.
86977698	4968936	PRUGEN PHARMACEUTICALS	IC 005: Drug delivery agents consisting of compounds that facilitate delivery of a wide range of pharmaceuticals.
86343640	4916575	PRUGEN PHARMACEUTICALS	IC 042: Development of pharmaceutical preparations and medicine.
85363033	4630523	PRUTECT	IC 005: Gels, creams and solutions for dermatological use.

WHEREAS, Assignee is desirous of acquiring all Assignor's right, title, and interest in and to the Marks and Assignor is desirous of assigning to Assignee all Assignor's right, title, and interest in and to the Marks;

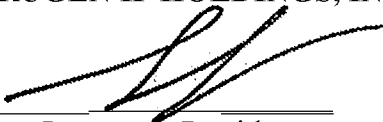
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and all rights to damages and profits, due or accrued, arising out of past infringements of said Marks, and the right to sue for and recover the same.

Assignor shall promptly, upon the request of Assignee, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee may reasonably request to permit Assignee to record the assignment made by this instrument or any other documents Assignee may reasonably deem necessary or advisable to effectuate the terms and intent of this Trademark Assignment.

This Trademark Assignment shall be binding upon the Assignor and Assignee, their respective licensees, successors, heirs, and assigns. In this connection, the rights herein granted to Assignee shall inure to the benefit of Assignee, its licensees, successors, heirs and assigns.

**IN WITNESS WHEREOF**, Assignor has caused this Trademark Assignment Agreement to be executed as of the date provided by the Assignor below.

**Assignor: PRUGEN IP HOLDINGS, INC.**

Signature:   
Sean Lonergan, President

Date: March 25, 2019