CH \$140.00 2341

ETAS ID: TM519710

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Moberg Pharma AB (publ)		03/29/2019	Public Limited Company: SWEDEN

RECEIVING PARTY DATA

Name:	MPJ OTC AB		
Street Address:	Gustavslundsvägen 42, 5 tr, 167 51		
City:	Bromma,		
State/Country:	SWEDEN		
Entity Type: Limited Company: SWEDEN			

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2341078	DERMOPLAST
Registration Number:	0698867	DERMOPLAST
Registration Number:	4144314	NEW-SKIN
Registration Number:	1757962	NEW-SKIN
Registration Number:	0515190	DOMEBORO

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	69262-30060
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	04/18/2019

Total Attachments: 6

source=Project Jazz - IP Assignment (Patents and Trademarks) between Moberg and MPJ OTC - EXECUTED 241821377_1#page1.tif

source=Project Jazz - IP Assignment (Patents and Trademarks) between Moberg and MPJ OTC - EXECUTED 241821377_1#page2.tif

source=Project Jazz - IP Assignment (Patents and Trademarks) between Moberg and MPJ OTC - EXECUTED 241821377 1#page3.tif

source=Project Jazz - IP Assignment (Patents and Trademarks) between Moberg and MPJ OTC - EXECUTED 241821377_1#page4.tif

source=Project Jazz - IP Assignment (Patents and Trademarks) between Moberg and MPJ OTC - EXECUTED 241821377_1#page5.tif

source=Project Jazz - IP Assignment (Patents and Trademarks) between Moberg and MPJ OTC - EXECUTED 241821377_1#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "<u>Assignment</u>"), dated as of March 29, 2019, is by and between Moberg Pharma AB (publ), a public limited company incorporated in Sweden with registration number 556697-7426, with its principal place of business located at Gustavslundsvägen 42, 5 tr, 167 51 Bromma, Sweden, ("<u>Assignor</u>") to MPJ OTC AB, a limited company incorporated in Sweden with registration number 559183-3859, with its principal place of business located at Gustavslundsvägen 42, 5 tr, 167 51 Bromma, Sweden, ("<u>Assignee</u>").

WHEREAS, Assignor develops and markets over-the-counter products, including both direct and distributor sales under the brands Kerasal®, Kerasal Nail®, New Skin®, Dermoplast®, Domeboro®, Emtrix® and Zanmira®;

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Exhibits A and B (the "Assigned IP");

WHEREAS, Assignor and Assignee have entered into an asset transfer agreement of even date herewith (the "<u>Asset Transfer Agreement</u>") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned IP; and

WHEREAS, shortly after the date of the Asset Transfer Agreement, Assignee and Moberg Pharma North America, LLC (which owns the majority of the US over-the-counter business of the Assignor) will, subject to satisfaction of certain conditions precedent, be sold to a third party.

WHEREAS, pursuant to the Asset Transfer Agreement, the Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices.

NOW, THEREFORE, for good and valuable consideration as set forth in the Asset Transfer Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Asset Transfer Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Exhibit A attached hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").

- 2. Assignment of Patents. Effective as of date hereof, and pursuant to the Asset Transfer Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Exhibit B attached hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").
- 3. <u>Successors</u>. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- 4. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with the laws of Sweden in all respects, including as to trademark and patent issues, validity, interpretation and effect.
- 5. <u>Counterparts</u>. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
- 6. <u>Miscellaneous</u>. This Assignment is subject to all the terms and conditions of the Asset Transfer Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Asset Transfer Agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

Signed by for and on behalf of MOBERG PHARMA AB (PUBL) Director

POTER WOLPERT

Signed by for and on behalf of MPJ OTCAB

Exhibit A- Trademarks

Mark	Country	App. No./	Reg. No./	Current Owner	Status
		App. Date	Reg. Date		
EMTRIKS Original Trademark Name: ЭМТРИКС	Russian Federation	2015702780 04-FEB-2015	572228 22-APR-2016	MOBERG PHARMA	Registered
DERMOPLAST	USPTO	75703128 11-MAY-1999	2341078 11-APR-2000	MOBERG PHARMA AB	Renewed (Registered)
DERMOPLAST	USPTO	72070206 25-MAR-1956	0698867 07-JUN-1960	MOBERG PHARMA AB	Renewed (Registered)
DOMEBORO	Puerto Rico	4911	13731 03-MAY-1966	MOBERG PHARMA AB	Registered (PR)
EMTRIX	Hong Kong	302952298 04-APR-2014	302952298 04-APR-2014	MOBERG PHARMA AB	Registered
EMTRIX	International Register	1054521 29-SEP-2010	1054521 29-SEP-2010	MOBERG PHARMA AB	Registered
EMTRIXNAIL	Indonesia	D002016046663 30-SEP-2016		MOBERG PHARMA AB	Unpublished Application (Pending)
NEW-SKIN	Canada	1473311 16-MAR-2010	TMA802727 21-JUL-2011	MOBERG PHARMA AB	Registered
NEW-SKIN	Canada	720686 15-JAN-1993	TMA431096 29-JUL-1994	MOBERG PHARMA AB	Registered
NEW-SKIN	USPTO	85377239 21-JUL-2011	4144314 15-MAY-2012	MOBERG PHARMA AB	Registered
NEW-SKIN	USPTO	85204107 22-DEC-2010	3981686 21-JUN-2011	MOBERG PHARMA AB	Cancelled Section: 8
NEW-SKIN	USPTO	74295027 17-JUL-1992	1757962 16-MAR-1993	MOBERG PHARMA AB	Renewed (Registered)
NEW SKIN	Costa Rica	2006-1422 15-FEB-2006	163004 13-OCT-2006	PRESTIGE BRANDS INTERNATIONAL US (UNITED STATES OF AMERICA)	Registered
NEW SKIN	Guatemala	2005-9665 21-DEC-2005	173391 01-DEC-2010	PRESTIGE BRANDS INTERNATIONAL, INC.	Registered
NEW SKIN	Nicaragua	2006-90 06-JAN-2006	0602412 05-OCT-2006	PRESTIGE BRANDS INTERNATIONAL, INC.	Registered
NEW SKIN	Panama	148563 27-JAN-2006	148563 27-JAN-2006	PRESTIGE BRANDS INTERNATIONAL, INC.	Registered

Mark	Country	App. No./	Reg. No./	Current Owner	Status
		App. Date	Reg. Date		
NEW SKIN	Taiwan	101038657 10-JUL-2012	01574735 16-APR-2013	PRESTIGE BRANDS INTERNATIONAL US (UNITED STATES OF AMERICA)	Registered
NEW SKIN & DESIGN	El Salvador	2010100560 23-APR-2010	203 Bk-160 10-DEC-2010	PRESTIGE BRANDS INTERNATIONAL US (UNITED STATES OF AMERICA)	Registered
NEW SKIN	Argentina	3213941 26-NOV-2013		MEDTECH PRODUCTS INC.	Refused
NEW SKIN	Argentina	3213940 10-DEC-2012		MEDTECH PRODUCTS INC	Refused
NEW SKIN	Canada	1473311 16-MAR-2010	TMA802727 21-JUL-2011	MOBERG PHARMA AB	Registered
NEW SKIN	Canada	720686 15-JAN-1993	TMA431096 29-JUL-1994	MOBERG PHARMA AB	Registered
NEW SKIN	Japan	12201/1998 18-FEB-1998	4305747 13-AUG-1999	MEDTECH LABORATORIES, INC.	Registered
NEW SKIN	Turkey	99771/99 10-DEC-1999	99021505 10-DEC-1999	MEDTECH LABORATORIES, INC.	Registered
NEW SKIN	Venezuela	12606 10-DEC-1982	106862-F 20-FEB-1984	MEDTECH LABORATORIES, INC.	Registered
ZANMIRA	International Register	008996563_01 29-SEP-2010	1054580 29-SEP-2010	MOBERG PHARMA AB	Registered
DERMOPLAST	Canada	0232921 20-OCT-1955	TMA125444 16-FEB-1962	MOBERG PHARMA AB (PUBL)	Registered
DOMEBORO Domeboro	USPTO	71564320 28-AUG-1948	0515190 13-SEP-1949	MOBERG PHARMA AB (PUBL)	Renewed (Registered)
EMTRIX	Indonesia	D002014022761 21-MAY-2014		MOBERG PHARMA AB (PUBL)	Application (Pending)
EMTRIX	Malaysia	2014054964 03-APR-2014	2014054964 03-APR-2014	MOBERG PHARMA AB (PUBL)	Application (Pending)
EMTRIX	Philippines	42014004384 08-APR-2014	42014004384 20-NOV-2014	MOBERG PHARMA AB (PUBL)	Registered
EMTRIX	Taiwan	103018313 03-APR-2014	01704294 01-MAY-2015	MOBERG PHARMA AB (PUBL)	Registered
ZANMIRA	Indonesia	DID2017028287 19-JUN-2017		MOBERG PHARMA AB (PUBL)	Application (Pending)
ZANMIRA	Japan	2015-090396 18-SEP-2015	5849702 13-MAY-2016	MOBERG PHARMA AB (PUBL)	Registered

Mark	Country	App. No./	Reg. No./	Current Owner	Status
		App. Date	Reg. Date		
ザンミーラ					
ZANMIRA	Japan	2015-044522 12-MAY-2015	5849617 13-MAY-2016	MOBERG PHARMA AB (PUBL)	Registered
ザンミーラ					
EMTRIX	South Africa	2015/09596 13-APR-2015	2015/09596 17-AUG-2018	MOBERG PHARMA AB PUBL	Registered
EMTRIX	Canada	1497518 28-SEP-2010	TMA860,605 13-SEP-2014	MOBERG DERMA AB	Registered
EMTRIX	Saudi Arabia	159417 2-OCT-2010	1327/70 21-FEB-2012	MOBERG DERMA AB	Registered
EMTRIX	New Zealand	842803 27-MAY-2011	842803 27-MAY-2011	MOBERG DERMA AB	Registered
EMTRIX	EU	008996613 31-MAR-2010	8996613 7-OCT-2010	MOBERG DERMA AB	Registered
EMTRIX	UAE	147602 29-SEP-2010	147602 26-MAY-2013	MOBERG DERMA AB	Registered
EMTRIX	Thailand	944197 4-JUL-2014	Kor396740 4-JUL-2014	MOBERG PHARMA AB (PUBL)	Registered
EMTRIX	South Africa	2012/05067 28-FEB-2012	2012/05067 10-MAR-2014	MOBERG DERMA AB	Registered
EMTPIKC (EMTRIX)	Ukraine	m 2015 16662 25-SEP-2015	224788 10-APR-2017	MOBERG PHARMA AB (PUBL)	Registered
ZANMIRA	EU	008996563 31-MAR-2010	008996563 20-SEP-2010	MOBERG DERMA AB	Registered
ZANMIRA	Thailand	985036 8-MAY-2015	171128036 8-MAY-2015	MOBERG PHARMA AB (PUBL)	Registered
ZANMIRA	Thailand	985037 8-MAY-2015	171117955 8-MAY-2015	MOBERG PHARMA AB (PUBL)	Pending. Application published for opposition.
EMTRIX	USPTO	85/140,582 29-SEP-2010			Closed. Application will lapse due to unable to show use
EMTRIX	India	2030706 29-SEP-2010			Closed. Withdrawn due to refusal.

TRADEMARK REEL: 006622 FRAME: 0870

RECORDED: 04/18/2019