

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hawthorn Pharmaceuticals, Inc.		04/30/2019	Corporation: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Persion Pharmaceuticals LLC		
Street Address:	10 North Park Place, Suite 201		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4440956	VITUZ	
Registration Number:	4303591	REZIRA	
Registration Number:	4105641	ZUTRIPRO	
CORRESPONDENCE DATA			
Fax Number:	2026002261		
<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:	2026002270		
Email:	aspivak@mosaiclegalgroup.com		
Correspondent Name:	Andrew Spivak c/o Mosaic Legal Group		
Address Line 1:	5185 MacArthur Boulevard, NW, Suite 350		
Address Line 4:	Washington, D.C. 20016-3341		
NAME OF SUBMITTER:	Andrew N. Spivak		
SIGNATURE:	/Andrew N. Spivak/		
DATE SIGNED:	05/03/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Assignment**”) dated as of April 30, 2019 (the “**Effective Date**”), is made and entered into by and between **Persion Pharmaceuticals LLC**, a Delaware limited liability company (hereinafter “**Assignee**”), and **Hawthorn Pharmaceuticals, Inc.**, a Mississippi corporation (hereinafter “**Assignor**”). For the purposes of this Agreement, Assignor and Assignee shall each be referred to as a “**Party**” and collectively, the “**Parties**”.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Asset Purchase Agreement, dated as of April 15, 2019, by and between Assignor and Assignee (such Asset Purchase Agreement, the “**Asset Purchase Agreement**”), among other things, Assignee agreed to acquire Assignor’s right, title and interest in and to the Transferred Assets;

WHEREAS, the Bankruptcy Court entered the Sale Order on April 15, 2019] (the “**Sale Order**”), approving the sale of the Transferred Assets to Assignee on the terms set forth in the Asset Purchase Agreement and in the Sale Order; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to sell, assign, convey, deliver and transfer all of its right, title and interest in, to and under all of the Intellectual Property included in the Transferred Assets, including the Intellectual Property set forth on Schedule A hereto (the “**Assigned IP**”), to Assignee and Assignee desires to acquire all such right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignor hereby irrevocably sells, assigns, conveys, delivers and transfers to Assignee its entire right, title and interest in, to and under (i) the Assigned IP, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made (but not, for the avoidance of doubt, any Excluded Liability), (ii) all rights to sue, claim and recover for past, present and future infringement, misappropriation, dilution or other violation of any Assigned IP, and (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing.

3. Concurrent with the execution of this Assignment, Assignor shall transfer any and all domain names and social media accounts included in the Assigned IP from such Assignor's account to Assignee's account (such that Assignee will be listed as the registrant and/or owner of such domain names and social media accounts in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other required passwords necessary to unlock and control such domain names and social media accounts.

4. Upon the reasonable request by Assignee, Assignor shall execute all documents and take all actions as may be necessary or desirable to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, without further compensation but at the expense of Assignee.

5. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.

6. This Assignment shall be subject to the terms and conditions set forth in the Asset Purchase Agreement and the Sale Order. Assignor and the Assignee hereby acknowledge and agree that the provisions of this Assignment shall not modify, limit or expand the full force and effect of the terms and provisions of the Asset Purchase Agreement or the Sale Order and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement, as approved by the Sale Order, shall prevail, govern and control in all respects.

7. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. This Assignment is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or change is sought to be enforced.

8. In the event that any provision of this Assignment, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Assignment, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by applicable Law.

9. This Assignment, the Asset Purchase Agreement, the other Ancillary Agreements and the Sale Order, constitute the entire agreement between the Parties relating to the subject matter hereof.

10. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS THEREOF, the Parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

Hawthorn Pharmaceuticals, Inc.

By: *K.R. Piña*

Name: Kenneth R. Piña

Title: Senior Vice President, Chief Legal and Compliance Officer and Corporate Secretary

STATE OF Pennsylvania)
) ss
COUNTY OF Chester)

On the 25th day of April, 2019 before me personally came Kenneth R. Piña, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and did depose and say to me that he or she executed the same in his or her capacity as A Corporate Officer of Hawthorn Pharmaceuticals, the entity described in and which executed the foregoing instrument, and that he or she executed and delivered said instrument pursuant to authority given by the board of directors of such entity (or other applicable authority of such entity).

Commonwealth of Pennsylvania - Notary Seal
Christy Troiano, Notary Public
Chester County
My commission expires March 26, 2023
Commission number 1289440
Member, Pennsylvania Association of Notaries

Christy Troiano
Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006636 FRAME: 0481

IN WITNESS THEREOF, the Parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNEE:

Persion Pharmaceuticals LLC

By: 

Name: George Hampton


Title: Authorized Representative

STATE OF NJ

) ss

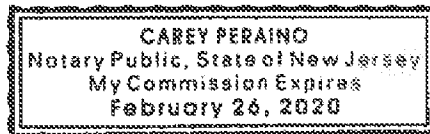
COUNTY OF Passaic

On the 20 day of April, 2019 before me personally came George Hampton, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and did depose and say to me that he or she executed the same in his or her capacity as Authorized rep of Persion Phlrm LLC, the entity described in and which executed the foregoing instrument, and that he or she executed and delivered said instrument pursuant to authority given by the board of directors of such entity (or other applicable authority of such entity).



Notary Public

(PLACE STAMP AND SEAL ABOVE)



Schedule A
Patents and Patent Applications

None

Trademark Applications and Registrations

Mark	Jurisdiction	Serial No.	Reg. No.	Reg. Date
VITUZ	US	85615837	4440956	11/26/2013
REZIRA	US	85384426	4303591	03/19/2013
ZUTRIPRO	US	85384468	4105641	02/28/2012

Domain Names

<u>Domain Name</u>	<u>Registrar</u>	<u>Expiration Date</u>
zutipro.com	Yahoo Small Business	3/28/2020