

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pernix Therapeutics, LLC		04/30/2019	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Currax 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: 7			
Property Type	Number	Word Mark	
Registration Number:	4076351	PERNIX THERAPEUTICS	
Registration Number:	3897832	PERNIX	
Registration Number:	5024315	PRESCRIPTIONS DIRECT	
Registration Number:	2684051	PEDIATEX	
Registration Number:	2764357	BROVEX	
Registration Number:	2748943	ALDEX	
Registration Number:	2738086	Z-COF	
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		

OP \$190.00 4076351

Total Attachments: 8

source=IP Assignment - Pernix Therapeutics LLC to Currax (Executed)#page1.tif

source=IP Assignment - Pernix Therapeutics LLC to Currax (Executed)#page2.tif

source=IP Assignment - Pernix Therapeutics LLC to Currax (Executed)#page3.tif

source=IP Assignment - Pernix Therapeutics LLC to Currax (Executed)#page4.tif

source=IP Assignment - Pernix Therapeutics LLC to Currax (Executed)#page5.tif

source=IP Assignment - Pernix Therapeutics LLC to Currax (Executed)#page6.tif

source=IP Assignment - Pernix Therapeutics LLC to Currax (Executed)#page7.tif

source=IP Assignment - Pernix Therapeutics LLC to Currax (Executed)#page8.tif

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 **Currax Pharmaceuticals LLC**, a Delaware limited liability company (hereinafter “**Assignee**”), and **Pernix Therapeutics, LLC**, a Louisiana limited liability company (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:

Pernix Therapeutics, LLC

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 Pernix Therapeutics 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).

Commonwealth of Pennsylvania - Notary Seal
Christy Troiano, Notary Public
Chester County
My commission expires March 26, 2023
Commission number 1288440
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: 0551

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:

Currax Pharmaceuticals LLC

By: [Signature]

Name: George Hampton

Title: Authorized Representative

STATE OF NJ

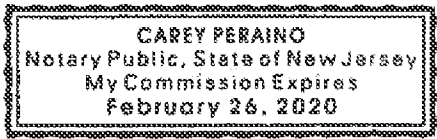
) ss

COUNTY OF PASSAIC

On the 3rd 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 Currax Pharma 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).

[Signature]
Notary Public



(PLACE STAMP AND SEAL ABOVE)



Schedule A
Patents and Patent Applications

Pernix Therapeutics, LLC Owned Patents and Patent Applications			
Title	Jurisdiction	Patent No.	Appl. No
Process for preparing tannate liquid and semi-solid dosage forms	US	7,094,429	10/921,438
Process for preparing tannate tablet, capsule or other solid dosage forms	US	7,273,623	10/269,027
Tannate compositions, methods of making and methods of use	US	8,012,506	11/501,649

Trademark Applications and Registrations

Mark	Jurisdiction	Serial No.	Reg. No.	Reg. Date
	US	85251109	4076351	12/27/2011
	KR	40-2017-0120858	40-1419740	11/22/2018
PERNIX	US	77779507	3897832	12/28/2010
PRESCRIPTIONS DIRECT	US	86757098	5024315	8/22/2016
Pediatex	US	75775487	2684051	04/04/2003
BroveX	US	78176952	2764357	09/16/2003
Aldex	US	78126667	2748943	08/05/2003
Z-Cof	US	76258253	2738086	07/15/2003

Domain Names

<u>Domain Name</u>	<u>Registrar</u>	<u>Expiration Date</u>
AGOODDAYSTARTSATNIGHT.COM	Go Daddy	10/10/2019
ANOTHERNOTRIGHTMORNING.COM	Go Daddy	5/28/2021
CYPRESSRX.COM	Go Daddy	8/11/2019
HAWTHORNPHARMACEUTICALS.COM	Go Daddy	6/14/2021
HAWTHORNRX.COM	Go Daddy	4/11/2021
HYLIRA.COM	Go Daddy	6/14/2021
MACOVENPHARMA.COM	Go Daddy	12/29/2021
MOREFORMYMIGRAINE.COM	Go Daddy	5/28/2021
MORETHANATRIPTAN.COM	Go Daddy	4/24/2020
NOSUBSTITUTEFORSLEEP.COM	Go Daddy	9/15/2019
PERNIXMANUFACTURING.COM	Go Daddy	3/28/2023
PERNIXMFG.COM	Go Daddy	4/8/2023
PERNIXPRODUCTS.COM	Go Daddy	7/9/2019
PERNIXTHERA.COM	Go Daddy	7/9/2019
PERNIXTHERAPEUTICS.COM	Go Daddy	7/9/2019
PERNIXTX.BIZ	Go Daddy	3/24/2022
PERNIXTX.COM	Go Daddy	8/17/2019
PERNIXTX.INFO	Go Daddy	3/25/2020
PERNIXTX.NET	Go Daddy	3/25/2020
PERNIXTX.ORG	Go Daddy	3/25/2020
PERNIXTX.US	Go Daddy	3/24/2020
ptxinet.com	Go Daddy	1/25/2020
PTXMANUFACTURING.COM	Go Daddy	4/8/2023
PTXTEST.COM	Go Daddy	5/28/2019
PTXTEST2.COM	Go Daddy	5/28/2019
PXTX.CO	Go Daddy	10/11/2019
RX-SLEEP-AID.COM	Go Daddy	10/10/2019

serioussleeping.com	Go Daddy	10/15/2020
serioussleeping.info	Go Daddy	10/15/2020
serioussleeping.net	Go Daddy	10/15/2020
serioussleeping.org	Go Daddy	10/15/2020
SILENORSAVINGS.COM	Go Daddy	9/15/2019
SIMPLIFYMYMIGRAINE.COM	Go Daddy	5/28/2021
SLEEP-TREATMENT-HELP.COM	Go Daddy	10/22/2019
treatinsomniadifferently.com	Go Daddy	9/4/2020
treatwithtreximet.com	Go Daddy	9/4/2020
TREXIMET.COM	Go Daddy	7/18/2024
TROUBLESTAYINGASLEEP.COM	Go Daddy	4/13/2020
trytreximet.com	Go Daddy	9/4/2020
WANTTOSLEEPMORE.COM	Go Daddy	10/22/2019
yourpatientssleep.com	Go Daddy	9/4/2020
ZYBERPHAR.COM	Go Daddy	10/23/2019
ZYBERPHARMACEUTICALS.COM	Go Daddy	9/23/2019
ZYBERRX.COM	Go Daddy	12/15/2020