

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELEFSEE PHARMACEUTICALS INTERNATIONAL, LTD.		09/26/2019	Limited Corporation:
RECEIVING PARTY DATA			
Name:	BTCP PHARMA, LLC		
Street Address:	1725 SHERIDAN AVENUE		
Internal Address:	#140		
City:	CODY		
State/Country:	WYOMING		
Postal Code:	82414		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4068538	LAZANDA	
Registration Number:	4104596	LAZANDA	
Registration Number:	4104597		
Registration Number:	4335560	BREAKING THROUGH: VOICES OF BREAKTHROUGH	
CORRESPONDENCE DATA			
Fax Number:	3124643111		
<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:	3124643100		
Email:	chpatent@loeb.com		
Correspondent Name:	LOEB & LOEB LLP		
Address Line 1:	321 NORTH CLARK STREET		
Address Line 2:	SUITE 2300		
Address Line 4:	CHICAGO, ILLINOIS 60654		
NAME OF SUBMITTER:	JONATHAN B. THIELBAR		
SIGNATURE:	/Jonathan B. Thielbar/		
DATE SIGNED:	10/03/2019		

OP \$115.00 4068538

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment"), dated as of September 26, 2019, is made by and between **Elefsee Pharmaceuticals International, LTD**, a private company limited by shares organized and existing under the laws of Ireland ("Seller"), and **BTcP Pharma, LLC**, a Wyoming limited liability company ("Purchaser"). Each of Seller and Purchaser is sometimes individually referred to herein as a "Party" and are sometimes collectively referred to herein as the "Parties". Capitalized terms not otherwise defined in the text of this Agreement shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement, dated as of September 26, 2019 (the "Asset Purchase Agreement");

WHEREAS, Seller is the owner of all right, title, and interest in and to the applicable trademarks listed in Annex 1 (the "Purchased Marks"), including, but not limited to, the right to recover damages for past, present or future infringement of the Purchased Marks;

WHEREAS, pursuant to the Asset Purchase Agreement, the Parties have agreed, that Purchaser will acquire all right, title and interest in and to the Purchased Marks from Seller.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Subject to the terms of the Asset Purchase Agreement, effective as of the Closing, Seller does hereby irrevocably sell, assign, convey, transfer and deliver unto Purchaser, Seller's entire right, title and interest in, to and under the Purchased Marks, including, without limitation, the goodwill associated with the Purchased Marks, the right and standing to sue for and recover damages for any past, present or future infringement of the Purchased Marks, to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Seller had this Trademark Assignment and transfer not been made.

2. Seller agrees that Purchaser shall have the rights to register and record its rights in the Purchased Marks, in Purchaser's name, in the United States Patent and Trademark Office.

3. Seller hereby appoints Purchaser as Seller's true and lawful attorney in fact for the sole purpose of this Trademark Assignment, with full power of substitution in Seller's name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and

assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Purchaser or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Purchased Marks that may have accrued in Seller's favor from the respective date of first creation of any of the Purchased Marks to the date of this Trademark Assignment. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. This Trademark Assignment (and all disputes arising out of it including non-contractual disputes) shall be governed by and interpreted in accordance with the substantive laws of the State of New York, without regard to the choice of Law or conflict of Law provisions or rules thereof.

6. This Trademark Assignment may not be amended, supplemented or modified except by an instrument in writing signed on behalf of Seller and Purchaser. No waiver of any provision of this Trademark Assignment shall be valid unless the waiver is in writing and signed by the waiving Party.

7. If any term or other provision of this Trademark Assignment is determined to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of this Trademark Assignment shall remain in full force and effect. Upon such determination, Seller and Purchaser shall negotiate in good faith to modify this Trademark Assignment so as to give effect to the original intent of the Parties to the fullest extent permitted by applicable Law.

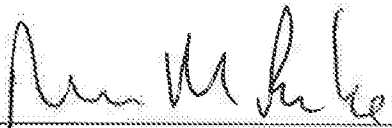
8. Nothing in this Trademark Assignment shall be construed to be a modification of, or limitation on, any provision of the Asset Purchase Agreement, including the representations, warranties and agreements set forth therein. If any conflict exists between the terms of this Trademark Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Trademark Assignment to be duly executed as of the date first written above.

PURCHASER:

BTcP Pharma, LLC

By 

Name: *MICHAEL M. BURKE*

Title: *CEO*

SELLER:

ELEFSEE PHARMACEUTICALS
INTERNATIONAL, LTD

By 

Name: *MICHAEL M. BURKE*



Title: *DIRECTOR*

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

ANNEX 1
TO TRADEMARK ASSIGNMENT

Purchased Marks

Trademarks:

Reg. No.	Trademark	Owner of Record	Jurisdiction
4068538	LAZANDA	ELEFSEE PHARMACEUTICALS INTERNATIONAL, LTD.	US
4104596		ELEFSEE PHARMACEUTICALS INTERNATIONAL, LTD.	US
4104597		ELEFSEE PHARMACEUTICALS INTERNATIONAL, LTD.	US
4335560	Breaking Through: Voices of Breakthrough Pain in Cancer Patients	ELEFSEE PHARMACEUTICALS INTERNATIONAL, LTD.	US