

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546655

<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>
Foundation Consumer Healthcare, LLC		10/24/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	B.F. Ascher & Company, Inc.		
<b>Street Address:</b>	15501 W. 109th St.		
<b>City:</b>	Lenexa		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66219		
<b>Entity Type:</b>	Corporation: KANSAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	71465327	NEO-SYNEPHRINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7043778156		
<b>Email:</b>	jcarusone@robinsonbradshaw.com		
<b>Correspondent Name:</b>	Jennifer Carusone		
<b>Address Line 1:</b>	101 N. Tryon Street, Suite 1900		
<b>Address Line 2:</b>	Robinson, Bradshaw & Hinson, P.A.		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>NAME OF SUBMITTER:</b>	Jennifer Carusone		
<b>SIGNATURE:</b>	/Jennifer Carusone/		
<b>DATE SIGNED:</b>	10/25/2019		
<b>Total Attachments: 5</b>			
source=FCH-NEO-Intellectual Property Assignment-Executed#page1.tif			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("**Assignment**") is entered into this 24th day of October, 2019 ("**Assignment Effective Date**"), by and between Foundation Consumer Healthcare, LLC, a Delaware limited liability company ("**Assignor**"), and B.F. Ascher & Company, Inc., a Kansas corporation ("**Assignee**"). Each of Assignor and Assignee is sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**."

WHEREAS, Assignor and Assignee have entered into that certain Asset Sale and Purchase Agreement dated as of October 24, 2019 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to, among other things, sell, convey, transfer, assign and deliver to the Assignee all of Assignor's right, title, and interest in, to and under all the Intellectual Property, including without limitation the Intellectual Property set forth on Exhibit A.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.

2. Transfer of Intellectual Property. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns, all of Assignor's right, title, and interest in, to and under the Intellectual Property, together with all of the goodwill associated with any and all of the foregoing, including any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, dilution, misappropriation and any other violations of the Intellectual Property, the right to sue for, collect, recover and receive all damages, profits, costs, fees, proceeds and other remedies associated therewith, any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Intellectual Property, and all rights to file for, maintain, renew and extend registrations for the Intellectual Property, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives.

3. Further Assurances. Assignor shall, for no additional consideration, execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed manually or by facsimile or electronic signature by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Party. Assignee shall have the right to retain the Assignors manual signature version.

6. Governing Law. This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of New York without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of New York.

7. Successors; Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Assignor and Assignee.

8. Headings. The headings of the sections and subsections of this Assignment are inserted for convenience only and shall not affect the construction or interpretation of this Assignment.

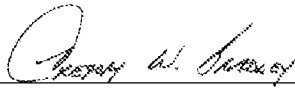
9. Effectiveness. This Assignment shall be effective as of the Assignment Effective Date.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment effective as of the Assignment Effective Date.

**ASSIGNOR:**

Foundation Consumer Healthcare, LLC

By: 

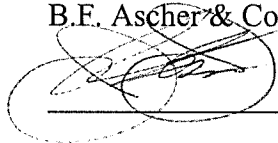
Name: Greg Bradley

Title: President and CEO

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment effective as of the Assignment Effective Date.

**ASSIGNEE:**

B.F. Ascher & Company, Inc.



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Name: *J. Ascher*

Title: *President*

**Exhibit A**  
**Intellectual Property**

**Domain Name**

<b>Name</b>	<b>Asset Type</b>	<b>Scope</b>	<b>Region/Country</b>
<u>www.neosynephrine.com</u>	Domain	Global	International

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Class</b>	<b>App. No</b>	<b>App. Date</b>	<b>Reg. No</b>	<b>Reg. Date</b>	<b>Next Renewal Due</b>
NEO-SYNEPHRINE	Canada	05	182806	07/16/1943	UCA18444	07/16/1943	07/16/2018
NEO-SYNEPHRINE	Puerto Rico	05			16862	03/12/1971	03/12/2021
NEO-SYNEPHRINE	United States	05	71465327	11/26/1943	406720	04/18/1944	04/18/2024