

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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ETAS ID: TM548538

<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>
Beach Products, Inc.		08/27/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PAI Holdings, LLC		
<b>Street Address:</b>	201 Delaware Street		
<b>City:</b>	Greenville		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29605		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5710488	PAI	
<b>Serial Number:</b>	87500883	PAI PHARMACEUTICAL ASSOCIATES, INC.	
<b>Registration Number:</b>	5002805	ZAMICET	
<b>Registration Number:</b>	3751655	ZAMICET	
<b>Registration Number:</b>	3205020	QUALITY VALUE	
<b>Registration Number:</b>	1844054	QUALITY VALUE	
<b>Registration Number:</b>	1209443	DURA-DOSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8437222266		
<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>	8437204440		
<b>Email:</b>	chsip@hsblawfirm.com		
<b>Correspondent Name:</b>	Jeffrey T. Stover		
<b>Address Line 1:</b>	Haynsworth Sinkler Boyd, P.A.		
<b>Address Line 2:</b>	134 Meeting Street, Third Floor		
<b>Address Line 4:</b>	Charleston, SOUTH CAROLINA 29401		
<b>NAME OF SUBMITTER:</b>	Jeffrey T. Stover		
<b>SIGNATURE:</b>	/s/ Jeffrey T. Stover		
<b>DATE SIGNED:</b>	11/07/2019		

CH \$190.00 5710488

**Total Attachments: 3**

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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 27, 2019, is made by and between Beach Products, Inc. ("**Assignor**"), a Florida corporation, in favor of PAI Holdings, LLC ("**Assignee**"), a South Carolina limited liability company and affiliate of Assignor.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, and assigns to Assignee, among potentially other assets, certain intellectual property of Assignor and agrees to execute and deliver this Trademark Assignment to memorialize this assignment and for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto (if any), the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such steps and

actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of South Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

Assignor has duly executed and delivered this Trademark Assignment as of the date reflected above.

ASSIGNOR SIGNATURE

Beach Products, Inc.

By: Jamie G. Brown  
Name: Jamie G. Brown  
Title: CFO

ASSIGNEE SIGNATURE

PAI Holdings, LLC

By: Kurt Orlofski  
Name: Kurt Orlofski  
Title: President

AGREED TO AND ACCEPTED:

## SCHEDULE 1

### Assigned Trademarks

<u>No.</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Application Serial No.</u>	<u>Status</u>	<u>Filing Jurisdiction</u>	<u>Filing Date</u>	<u>Reg. Date</u>
1	PAI Logo	5710488	87500891	Live	US	June 22, 2017	March 26, 2019
2	PAI Logo and word	Pending	87500883	Live	US	June 22, 2017	N/A
3	Zamicet (Word)	5002805	86837568	Live	US	December 2, 2015	July 19, 2016
4	Zamicet (Stylized)	3751655	77763249	Live	US	June 18, 2009	February 23, 2010
5	Quality Value (Word)	3205020	78542292	Live	US	January 5, 2005	February 6, 2007
6	Quality Value (Stylized)	1844054	74335273	Live	US	November 27, 1992	July 12, 1994
7	Dura-Dose	1209443	73245666	Live	US	January 10, 1980	September 21, 1982