

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vectans Pharma		02/21/2020	Joint Stock Company: FRANCE
RECEIVING PARTY DATA			
Name:	EPI Health, LLC		
Street Address:	134 Columbus Street		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29403		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4044319	SITAVIG	
CORRESPONDENCE DATA			
Fax Number:	2024202201		
<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:	202-420-2200		
Email:	APerry@BlankRome.com, AWeaver@BlankRome.com		
Correspondent Name:	Blank Rome LLP		
Address Line 1:	1825 Eye Street, NW		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Alexander S. Perry		
SIGNATURE:	/Alexander S. Perry/		
DATE SIGNED:	02/26/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of February 21, 2020 (“Effective Date”), and is made by and between Vectans Pharma, a joint stock company incorporated under the laws of France (“Assignor”) and EPI Health, LLC, a South Carolina limited liability company (“Assignee”). Each of Assignor and Assignee may be referenced herein as a “Party,” and collectively, the “Parties.”

W I T N E S S E T H :

WHEREAS, pursuant to that certain Transfer and License Agreement between Assignor and Assignee dated as of February 21, 2020 (the “Transfer and License Agreement”), Assignor has agreed to (and cause its applicable Affiliates to) sell, convey, assign and transfer to Assignee, at the Closing, all right, title and interest in, to and under the trademarks listed on Schedule A (the “Assigned Trademarks”); and

WHEREAS, as a condition to the Closing, the Parties agreed to enter into this Agreement pursuant to which Assignor shall assign to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, as the case may be.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms; Interpretation. Capitalized terms used but not defined herein shall have the meanings given to them in the Transfer and License Agreement. This Agreement shall be interpreted in accordance with the rules of construction set forth in Section 1.2 of the Transfer and License Agreement.

2. Assignment of Rights in Assigned Trademarks. Effective upon the Effective Date, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under (a) the Assigned Trademarks, (b) the goodwill associated with the use of and symbolized by the Assigned Trademarks, (c) all applications and registrations for the Assigned Trademarks, and (d) any and all rights, benefits, privileges and proceeds under the Assigned Trademarks in the Territory, including (i) any claim by Assignor against Third Parties for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Assigned Trademarks, (ii) the exclusive right to apply for, maintain and claim priority from all registrations, renewals or extensions thereof, and (iii) the exclusive right to grant licenses or other interests therein.

3. Assistance and Recordation. Assignor will, upon reasonable request, without further or additional consideration, but at the expense of Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things, in each case, as reasonably necessary to transfer to Assignee the Assigned Trademarks, to vest and confirm in Assignee the legal title to the Assigned Trademarks, and to perfect Assignee’s enjoyment of this grant. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and

register this Agreement upon request by Assignee.


4. Miscellaneous. This Agreement is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants and indemnities set forth in the Transfer and License Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Transfer and License Agreement. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Transfer and License Agreement nor shall this Agreement reduce, expand or enlarge any remedies under the Transfer and License Agreement. In the event that any provision of this Agreement shall be construed to conflict with a provision in the Transfer and License Agreement, the terms of the Transfer and License Agreement shall control. This Agreement may be executed in any number of counterparts (including by facsimile or electronic transmission in .pdf, .tiff or any similar format), each of which shall be an original, but all of such counterparts together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall be governed in all respects, including validity, interpretation, construction, performance and effect, by the internal laws of the State of New York, without regard to its conflict of laws principles that would result in the application of the law of any other state or jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the Parties hereto.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

VECTANS PHARMA

By: 
Name: JAMES T. HEARN
Title: PRESIDENT


[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006876 FRAME: 0104

IN WITNESS WHEREOF, the Assignee has executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNEE:

EPI HEALTH, LLC

By: 
Name: JOHN DONNELL
Title: PRESIDENT

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006876 FRAME: 0105

Schedule A

Assigned Trademarks

Trademark Name	Territory	Filing Date	Application No.	Registration Date	Registration No.
Sitavig	US	Feb. 21, 2011	85247490	Oct. 25, 2011	4044319