

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Promius Pharma LLC		02/20/2020	Limited Liability Company: DELAWARE
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:	2275169	CLODERM	
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:	2024202200		
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:	03/20/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of February 20, 2020 by and between Promius Pharma LLC, a Delaware Limited Liability corporation located at 107 College Road East, Princeton, NJ 08540 (the "Seller") and EPI Health, LLC, a South Carolina limited liability corporation located at 134 Columbus Street, Charleston, SC 29403 (the "Purchaser"). Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, this Trademark Assignment is being executed and delivered in connection with that certain Asset Purchase Agreement, dated as of September 28, 2018, by and between the Seller, Dr. Reddy's Laboratories, Inc., and the Purchaser (hereinafter called the "*Purchase Agreement*"). Capitalized terms used but not otherwise defined in this Agreement have the respective meanings set forth in the Purchase Agreement;

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

WHEREAS, "Trademarks" as used in this Trademark Assignment means the marks set forth in Schedule A only;

NOW THEREFORE, the Parties agree as follows:

All capitalized terms not otherwise defined in this Trademark Assignment shall have the meaning ascribed thereto in the Agreement.

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, assigns and delivers to Purchaser as a successor to the portion of the business to which the Trademarks pertain, and agrees that it will forebear from any of its separate use of the Trademarks, and Purchaser hereby accepts, free and clear of all Liens, any and all of Seller' and its Affiliates' right, title and interest in and to the following:

(a) the Trademarks, whether registered or not, and all issuances, extensions and renewals thereof in the United States, together with the goodwill associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Purchaser's own use and enjoyment, including all rights of priority, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, and for the use and enjoyment of Purchaser's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

(b) to the extent applicable, all rights of any kind whatsoever of Seller and its Affiliates accruing under the foregoing provided by Applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(c) 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 collect royalties and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, unfair competition, violation, misuse, breach, default, or other violation, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office or any other government entity, to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 necessary to effect, evidence or perfect the assignment of the Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Agreement. The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Trademarks. 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.

4. Counterparts. This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment may be executed by facsimile, PDF format via email, or other electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

6. Governing Law. This Agreement will be governed by, and construed in accordance with, the Laws of the State of Delaware (without giving effect to choice of law principles thereof).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

PROMIUS PHARMA, LLC



DocuSigned by:

By: _____
Name: Anti-Namboddripad
Title: SVP, Proprietary Products
Address for Notices:

Promius Pharma, LLC
107 College Road East
Princeton, New Jersey 08540

AGREED TO AND ACCEPTED:

EPI HEALTH LLC

By:
Name: JOHN OWENS
Title: PRESIDENT
Address for Notices:

EPI Health
134 Columbus Street
Charleston, SC 29403
Attention: Ron Owens, President

[Signature Page – Trademark Assignment Agreement]

SCHEDULE A

Trademarks

Trademark Applications

Trademark	Country	Class	Filing Date	Filing No.	Reg. Date	Reg. No.
CLODERM	United States	05	18 Feb 1997	75243286	07 Sep 1999	2275169