

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APHENA PHARMA SOLUTIONS - TENNESSEE, LLC		06/23/2020	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	APHENA PHARMA SOLUTIONS HOLDINGS, INC.		
Street Address:	1920 Fisk Rd.		
City:	Cookeville		
State/Country:	TENNESSEE		
Postal Code:	38506		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4110056	APHENA	
Registration Number:	4106725	APHENA	
Registration Number:	4106726	APHENA	
Registration Number:	4106727		
Registration Number:	4106728		
Registration Number:	4106729		
CORRESPONDENCE DATA			
Fax Number:			
<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:	9314000760		
Email:	lauren@rockridgelaw.com		
Correspondent Name:	Lauren Hughes		
Address Line 1:	116 Locust Ave., STE E		
Address Line 4:	Cookeville, TENNESSEE 38501		
NAME OF SUBMITTER:	Lauren Hughes		
SIGNATURE:	/Lauren Hughes/		
DATE SIGNED:	07/10/2020		

OP \$165.00 4110056

Total Attachments: 6

source=Signed_Trademark Assignment Agreement#page1.tif

source=Signed_Trademark Assignment Agreement#page2.tif

source=Aphena_Conversion#page1.tif

source=Aphena_Conversion#page2.tif

source=Aphena_Conversion#page3.tif

source=Aphena_Conversion#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Trademark Assignment**"), dated as of June 23, 2020, is made by Aphenia Pharma Solutions - Tennessee, LLC ("**Seller**"), a Tennessee limited liability company, located at 1920 Fisk Rd. Cookeville, TN 38506, in favor of Aphenia Pharma Solutions Holdings, Inc. ("**Buyer**"), a Delaware corporation, located at the same, the purchaser of certain assets of Seller.

WHEREAS, Seller wishes to convey, transfer, and assign to Buyer, 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;

NOW THEREFORE, the parties agree as follows:

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

(a) the trademark registrations set forth on Schedule 0 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;

(b) all rights of any kind whatsoever of Seller 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Assigned Trademarks to Buyer, 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

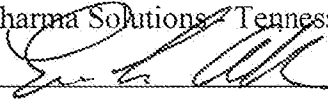
agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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 Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

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

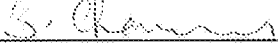
Aphena Pharma Solutions, Tennessee, LLC

By: 

Name: Eric L. Allen

Title: EVP of Sales & Marketing

Aphena Pharma Solutions Holdings, Inc.

By: 

Name: Sibrat Chandra

Title: CEO



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

LAUREN HUGHES
ROCKRIDGE VENTURE LAW
STE E
116 LOCUST AVE
COOKEVILLE, TN 38501-3515

Request Type: Certified Copies
Request #: 370621

Issuance Date: 06/26/2020
Copies Requested: 1

Document Receipt

Receipt #: 005626946 Filing Fee: \$20.00
Payment-Check/MO - RIDGELINE VENTURE LAW, COOKEVILLE, TN \$20.00

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **Aphena Pharma Solutions - Tennessee, LLC**, Control # 430432 was formed or qualified to do business in the State of Tennessee on 07/19/2002. Aphena Pharma Solutions - Tennessee, LLC has a home jurisdiction of TENNESSEE and is currently in an Active status. The attached documents are true and correct copies and were filed in this office on the date(s) indicated below.

Tre Hargett
Secretary of State

Processed By: Nichole Hambrick

The attached document(s) was/were filed in this office on the date(s) indicated below:

<u>Reference #</u>	<u>Date Filed</u>	<u>Filing Description</u>
7188-0546	04/03/2013	Conversion

64

ARTICLES OF ENTITY CONVERSION

(Domestic Business Corporation to a Domestic Unincorporated Entity) (ss-4612)



Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Ross L. Parks Ave., 6th Fl.
Nashville, TN 37243
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

Pursuant to the provisions of T.C.A. §48-21-112(a) of the Tennessee Business Corporation Act, the undersigned hereby submits these articles of entity conversion:

1. Name of corporation immediately before the filing of the articles of entity conversion: _____
Aphena Pharma Solutions - Tennessee, Inc.
Secretary of State Control Number: 430432
Name to which the corporation is to be changed: Aphena Pharma Solutions - Tennessee, LLC

2. The type of unincorporated entity that the survivor will be (check one):

- General Partnership
- Limited Liability Company
- Limited Partnership
- Business Trust
- Joint Stock Association
- Unincorporated Nonprofit Association
- Other: _____

3. The plan of entity conversion was duly approved by the shareholders in the manner required by this chapter and the charter.

4. If the survivor is a filing entity, attached is the applicable public organic document, except that provisions that would not be required to be included in a restated public organic document may be omitted.

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:

(Not to exceed 90 days) Effective Date: _____ / _____ / _____ Time: _____
Month Day Year

4-2-2013 /s/ Brett A. Flicgler
Signature Date Signature
Secretary Brett A. Flicgler
Signer's Capacity Name (printed or typed)

**Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.*

Submitter Information: Name: _____ Phone #: () _____


SS-4612 (01/13)

RDA 1878

100.0040, 04/03/2013, 10:00:31, RECEIVED BY MAILBOX

7188.0547, 04/03/2013, 15:26:38. Received by Tennessee Secretary of State Tre Hargett

64


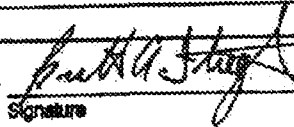
	Business Services Division Tre Hargett, Secretary of State State of Tennessee 112 Ross L. Parks AVE, 6th Fl. Nashville, TN 37243-1102 (615) 741-2286	<i>For Office Use Only</i>
	Filing Fee: \$50.00 per member (minimum fee = \$300, maximum fee = \$3,000)	
The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.		
1. The name of the Limited Liability Company is: <u>Aphena Pharms Solutions - Tennessee, LLC</u> (NOTE: Pursuant to the provisions of T.C.A. §49-249-106, each Limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")		
2. Name Consent: (Written Consent for Use of Indistinguishable Name) <input type="checkbox"/> This entity name already exists in Tennessee and has received name consent from the existing entity.		
3. This company has the additional designation of: _____		
4. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is: Name: <u>CT Corporation System</u> Address: <u>800 S. Gay Street, Suite 2021</u> City: <u>Knoxville</u> State: <u>TN</u> Zip Code: <u>37929</u> County: <u>Knox</u>		
5. Fiscal Year Close Month: <u>December</u>		
6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days) Effective Date: _____ Time: _____ <small>Month Day Year</small>		
7. The Limited Liability Company will be: <input type="checkbox"/> Member Managed <input checked="" type="checkbox"/> Manager Managed <input type="checkbox"/> Director Managed		
8. Number of Members at the date of filing: <u>One (1)</u>		
9. Period of Duration: <input checked="" type="checkbox"/> Perpetual <input type="checkbox"/> Other _____ <small>Month Day Year</small>		
10. The complete address of the Limited Liability Company's principal executive office is: Address: <u>1920 Fisk Road</u> City: <u>Cookeville</u> State: <u>TN</u> Zip Code: <u>38506</u> County: <u>Putnam</u>		

Rev. 10/12

RDA 2468

TD90 - 1/05/2013 Walter E. Jones Online

1100.0040, 04/03/2013, 10:40:30, RECEIVED BY TARRANT COUNTY CLERK'S OFFICE

 <p>Business Services Division Tre Hargett, Secretary of State State of Tennessee 311 Ross L. Paro AVE, 6th FL Nashville, TN 37243-1102 (615) 741-2286</p> <p>Filing Fee: \$50.00 per member (minimum fee = \$300, maximum fee = \$3,000)</p>		<p><i>For Office Use Only</i></p>
The name of the Limited Liability Company is: <u>Aphena Pharma Solutions - Tennessee, LLC</u>		
11. The complete mailing address of the entity (if different from the principal office) is: Address: _____ City: _____ State: _____ Zip Code: _____		
12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.) <input type="checkbox"/> I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.		
13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.) <input type="checkbox"/> I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders. Licensed Professional: _____		
14. Series LLC (required only if the Additional Designation of "Series LLC" is entered in section 3.) <input type="checkbox"/> I certify that this entity meets the requirements of T.C.A. §48-249-309(a) & (b)		
15. Obligated Member Entity (list of obligated members and signatures must be attached) <input type="checkbox"/> This entity will be registered as an Obligated Member Entity (OME) Effective Date: _____ <small>Month Day Year</small> <input type="checkbox"/> I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES OF THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP. CONSULT AN ATTORNEY.		
16. This entity is prohibited from doing business in Tennessee: <input type="checkbox"/> This entity, while being formed under Tennessee law, is prohibited from engaging in business in Tennessee.		
17. Other Provisions: _____		
<u>4/2/13</u> Signature Date	 Signature	
Secretary Signer's Capacity (if other than individual capacity)	<u>Brett A. Fliegler</u> Name (printed or typed)	

Rev. 10/12

RDA 2458

TN00 - 11/09/2012 Webform Show Online

RECORDED: 07/10/2020

TRADEMARK
REEL: 006996 FRAME: 0142