

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601239

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900568785		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Toprol Acquisition LLC		08/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xspire Pharma, LLC		
<b>Street Address:</b>	121 Marketridge Drive		
<b>City:</b>	Ridgeland		
<b>State/Country:</b>	MISSISSIPPI		
<b>Postal Code:</b>	39157		
<b>Entity Type:</b>	Limited Liability Company: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85307417	ZONTIVITY	
<b>Serial Number:</b>	86247658		
<b>Serial Number:</b>	86247665		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132291660		
<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>	8132297600		
<b>Email:</b>	tmdocketing@slk-law.com		
<b>Correspondent Name:</b>	Shumaker, Loop & Kendrick, LLP		
<b>Address Line 1:</b>	101 E. Kennedy Boulevard		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>ATTORNEY DOCKET NUMBER:</b>	#243638		
<b>NAME OF SUBMITTER:</b>	Mindi M. Richter		
<b>SIGNATURE:</b>	/Mindi M. Richter/		
<b>DATE SIGNED:</b>	10/05/2020		
<b>Total Attachments: 7</b>			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is made as of August 31, 2020 by and between Xspire Pharma, LLC (“**Buyer**”) and Toprol Acquisition LLC, a Delaware limited liability company (“**Seller**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

**WHEREAS**, Seller is the owner of the trademark registrations and applications in the applicable jurisdictions, in each case, set forth on Schedule A attached hereto and made a part hereof (collectively, the “**Purchased Trademarks**”);

**WHEREAS**, Seller, New American Therapeutics, Inc., a Delaware corporation, and Buyer have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”); and

**WHEREAS**, in accordance with the provisions of the Asset Purchase Agreement, Buyer has agreed to acquire from Seller, and Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, all of Seller’s rights, title and interest in and to the Purchased Trademarks, together with the goodwill of the business associated with and symbolized by the Purchased Trademarks.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Trademark Assignment and the representations, warranties, covenants, conditions, agreements and promises contained in the Asset Purchase Agreement, this Trademark Assignment and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
2. **Conveyance and Acceptance of Purchased Trademarks.** In accordance with the provisions of the Asset Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer (and to Buyer’s successors, legal representatives and assigns) all of its right, title and interest in and to the Purchased Trademarks in the jurisdiction set forth opposite each such Purchased Trademark on Schedule A, including all goodwill associated therewith, and Buyer hereby purchases and accepts from Seller the Purchased Trademarks.
3. **Recordation.** Seller hereby authorizes Buyer to record this Trademark Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant Governmental Authorities.

4. **Asset Purchase Agreement Control.** Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including, without limitation, the warranties, covenants, agreements, conditions, representations (including, without limitation, provisions as to express and implied representations) or, in general, any of the rights and remedies or any of the obligations of Buyer or any Seller set forth in the Asset Purchase Agreement or any other Ancillary Agreement. This Trademark Assignment is subject to and governed entirely by the terms and conditions of the Asset Purchase Agreement. Nothing contained herein is intended to modify or supersede any of the provisions of the Asset Purchase Agreement or any other Ancillary Agreement.

5. **Miscellaneous.**

- a. **Expenses.** All costs and expenses associated with the conveyance under this Trademark Assignment of all right, title and interest of Seller in and to the Purchased Trademarks, including, without limitation, costs and expenses associated with the recordation of this Trademark Assignment, shall be borne solely by Buyer.
- b. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission (including, without limitation, in portable document format (pdf), as a joint photographic experts group (jpg) file or otherwise) shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.
- c. **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive Law of another jurisdiction.

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**IN WITNESS WHEREOF**, the Parties have each caused this Trademark Assignment to be duly executed as of the date first above written.

**SELLER:**

**TOPROL ACQUISITION LLC**


By:  \_\_\_\_\_

Name: Michael Farrell

Title: Treasurer

**BUYER:**

**XSPIRE PHARMA, LLC**

By:  \_\_\_\_\_  
Name: Robert G. Cunard  
Title: Authorized Signatory

**SCHEDULE A**

**PURCHASED TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>App. Date App No.</b>	<b>Reg. Date / Reg. No.</b>	<b>Owner</b>
ZONTIVITY	Canada	Pending	10/16/2013 1648078		Toprol Acquisition LLC
ZONTIVITY Two Ribbon Design	Canada	Pending	05/12/2014 1676575		Toprol Acquisition LLC
ZONTIVITY	United States	Registere	04/28/2011 85307417	10/28/2014 4628973	Toprol Acquisition LLC
ZONTIVITY Two Ribbon Design	United States	Registere	04/09/2014 86247658	04/28/2015 4729043	Toprol Acquisition LLC
ZONTIVITY Two Ribbon Design	United States	Registere	04/09/2014 86247665	04/28/2015 4729044	Toprol Acquisition LLC