

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625317

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900585538		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pernix Therapeutics, LLC		10/23/2017	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	SI Pharmaceuticals, LLC		
Street Address:	114 Dees Drive suite E		
City:	Madison		
State/Country:	MISSISSIPPI		
Postal Code:	39110		
Entity Type:	Limited Liability Company: MISSISSIPPI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1610363	CEDAX	
CORRESPONDENCE DATA			
Fax Number:	7653190808		
<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:	3145918617		
Email:	tamaraj@sipharm.com		
Correspondent Name:	Tamara Jovonovich		
Address Line 1:	114 Dees Drive suite E		
Address Line 4:	Madison, MISSISSIPPI 39110		
NAME OF SUBMITTER:	Tamara Jovonovich		
SIGNATURE:	Tamara/Jovonovich/		
DATE SIGNED:	02/09/2021		
Total Attachments: 5			
source=PTX Signature Pages#page1.tif			
source=PTX Signature Pages#page2.tif			
source=Exhibit A Trademark Assignment Resubmission Cedax-2#page1.tif			
source=Exhibit A Trademark Assignment Resubmission Cedax-2#page2.tif			

EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Trademark Assignment Agreement*") dated as of the last signature below, is by and between PERNIX THERAPEUTICS, LLC, a Louisiana Limited Liability Company (the "*Assignor*"), and SI PHARMACEUTICALS, LLC, a Mississippi Limited Liability Company (the "*Assignee*").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of 10/23, 2017 ("*Asset Purchase Agreement*"), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee all its right, title and interest in and to the Seller Trademarks, including the Trademark listed on the attached Schedule A (collectively, the "*Assigned Trademark*");

WHEREAS, the Parties wish to executed and deliver this Trademark Assignment Agreement for the purpose of assigning the Assigned Trademark from Assignor to Assignee; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have the respective meanings assigned to them in the Asset Purchase agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Rights. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee, its successors, assigns and legal representatives, the intent hereof being to substitute Assignee in the place of Assignor:
 - a. all its right, title and interest to the Assigned Trademark, including all common law and other rights therein and thereto in the United States, including the right to sue and collect damages and/or profits for past infringements, therewith;
 - b. all goodwill of the business symbolized by and associated.
2. Recordation. Assignor hereby authorizes the U.S. Patent and Trademark Office, to record Assignee as the owner of the Assigned Trademark assigned by Assignor to Assignee pursuant to Paragraph 1 and issue in accordance with this Trademark Assignment Agreement all registrations of such Assigned Trademark and all applications for any of the same, which are assigned to Assignee by this Trademark Assignment Agreement or which relate to the subject matter so assigned.
3. Further Assurances. Assignor shall, at any time or from time to time after the Closing, at the request and expense of the Assignee, execute and deliver to the other all such instruments and documents or further assurances as the Assignee may reasonably request in order to vest in Assignee all of the rights, title and interests of Assignor in and to the Assigned Trademark as contemplated hereby.
4. Parties in Interest. This Agreement shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

PERNIX THERAPEUTICS, LLC

By: 

Name: JOHN A. SEDON
Title: CHAIRMAN & CEO
Date: 10-24-2017

SI PHARMACEUTICALS, LLC

By: 

Name: TAMARA JOVANOVIC, PHD
Title: CEO, Member
Date: Oct 23, 2017

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

PERNIX THERAPEUTICS, LLC

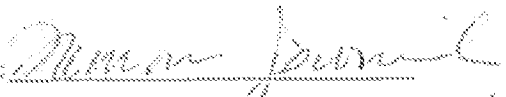
By: 

Name: John D. Sedon

Title: CHAIRMAN & CEO

ASSIGNEE:

SI PHARMACEUTICALS, LLC

By: 

Name: Tamara Givens, PhD

Title: CEO, Member

5. Inconsistent Terms. In the event that any provision of this Trademark Assignment Agreement is constructed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.
6. Governing Law. THIS TRADEMARK ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF NEW YORK AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE, REMEDIES AND STATUTE OF LIMITATIONS.
7. Counterparts. This Trademark Assignment Agreement 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 Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

PERNIX THERAPEUTICS, LLC

By: 

Name: John A. Sedon

Title: CHAIRMAN & CEO

ASSIGNEE:

SI PHARMACEUTICALS, LLC

By: 

Name: Tamara Jovanich, PhD

Title: CEO, Member

Transferred in goodwill

Tamara Jovanich

Aug 31, 2020