

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634472

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900597297

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fresh Cut Development, LLC		03/24/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Benuvia Therapeutics, LLC
<b>Street Address:</b>	444 S Ellis St.
<b>City:</b>	Chandler
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85224
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	88794422	BENUVIA MANUFACTURING
Serial Number:	88691203	BENUVIA
Serial Number:	88691207	BENUVIA THERAPEUTICS INC.
Serial Number:	88443040	S
Registration Number:	5286618	SYNDROS
Registration Number:	5417454	SYNDROS CARES
Registration Number:	4854544	INSYS
Registration Number:	4041151	INSYS
Registration Number:	3635985	INSYS THERAPEUTICS, INC.

## CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 6175019560  
 Email: marie@kwlaw.co  
 Correspondent Name: Marie Aucoin  
 Address Line 1: 6122 N 7th st  
 Address Line 2: Suite D

<b>Address Line 4:</b>	Phoenix, ARIZONA 85014
<b>NAME OF SUBMITTER:</b>	Marie Aucoin
<b>SIGNATURE:</b>	/Marie Aucoin/
<b>DATE SIGNED:</b>	03/25/2021
<b>Total Attachments: 3</b> source=Trademark_Assignment_FCD_to_BT_LLC_FE_03_25_2021#page1.tif source=Trademark_Assignment_FCD_to_BT_LLC_FE_03_25_2021#page2.tif source=Trademark_Assignment_FCD_to_BT_LLC_FE_03_25_2021#page3.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made the 24<sup>th</sup> day of March, 2021 (the “Effective Date”), by and between Fresh Cut Development, LLC, a Delaware limited liability company, with its principal place of business at 444 S Ellis St., Chandler, Arizona 85224 (“Assignor”) and Benuvia Therapeutics, LLC a Delaware limited liability company with its principal place of business at 444 S Ellis St., Chandler, Arizona 85224 (“Assignee”).

WHEREAS, Assignor desires to sell to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s trademark rights together with the goodwill of the business as set forth within the Schedule A hereto (the “Marks”);

WHEREAS, Assignor hereby desires to deliver, sell and transfer to Assignee its entire worldwide rights, titles and interests, together with the goodwill of the business, in, to and under the Marks; and

WHEREAS, Assignee desires to purchase, acquire and accept the Marks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Assignor hereby conveys, sells, assigns and transfers unto Assignee, its successors and assigns, absolutely and forever, all of its right, title and interest, whether statutory or at common law, in and to the marks listed on Schedule A (the “Marks”), together with the goodwill of the business symbolized by said marks throughout the world, and all registrations and pending applications therefor, together with all claims and causes of action for any and all previously occurring infringements, dilutions, misappropriations, violations, misuse, breach or default, of the rights being assigned and the right to receive and retain all damages, restitution and injunctive relief and to collect, or otherwise recover any proceeds and damages relating to such actions.

This Trademark Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns. All questions concerning the construction, validity and interpretation of this Trademark Assignment and the performance of the obligations imposed by this Trademark Assignment shall be governed by,

and construed in accordance with, the laws of the State of Delaware (without regard to the choice of law principles thereof) and the trademark laws of the United States of America without giving effect to any law that would result in the application of a different body of law than as set forth in this section.

Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full right, title and interest in and to the Marks in the Assignee.

Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire rights, titles, and interests, together with the goodwill of the business, in, to and under the Marks.


No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

This Trademark Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party hereto, it being understood and agreed that all parties hereto need not sign the same counterpart. 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.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Trademark Assignment to be duly executed and delivered as of the Effective Date.

**As Assignor:**


**FRESH CUT DEVELOPMENT, LLC**

By:  Digitally signed by Todd C. Davis  
DN: cn=Todd C. Davis, o=Benuvia  
Therapeutics, ou=Benuvia  
Therapeutics,  
email=eschifsky@benuvia.com, c=US  
Date: 2021.03.25 07:00:28 -07'00'

Name: Todd C. Davis  
Title: Manager

**As Assignee:**

**BENUVIA THERAPEUTICS, LLC**

By:  Digitally signed by Todd C. Davis  
DN: cn=Todd C. Davis, o=Benuvia  
Therapeutics, ou=Benuvia  
Therapeutics,  
email=eschifsky@benuvia.com, c=US  
Date: 2021.03.25 07:00:50 -07'00'

Name: Todd C. Davis  
Title: Executive Chairman

**SCHEDULE A**

<b>TRADEMARK</b>	<b>APPLICATION FILING DATE</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>
BENUVIA MANUFACTURING™	2/12/2020	88794422	
BENUVIA™	11/13/2019	88/691,203	
BENUVIA THERAPEUTICS INC.™	11/13/2019	88/691,207	
SYNDROS®	8/7/2014	86360360	5286618
SYNDROS™	2/3/2015	13706049	EU IPO Reg. No. 013706049
SYNDROS™	2/5/2015	51348/2015	Switzerland Reg. No. 675443
SYNDROS CARES®	8/8/2017	87559892	5417454
 ™	5/23/2019	88443040	
INSYS	3/13/2015	86563467	4854544
Insys	2/22/2011	85248485	4041151
	8/16/2007	77257468	3635985