

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Professional Compounding Centers of America, Inc.		09/13/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Aphena Pharma Solutions - Maryland, LLC		
Street Address:	7978 Industrial Park Road		
City:	Easton		
State/Country:	MARYLAND		
Postal Code:	21601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5192117	SERICA	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	202-756-8000		
Email:	ipdocketmwe@mwe.com, eatkins@mwe.com, kdelcoure@mwe.com		
Correspondent Name:	Eleanor B. Atkins		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	500 North Capitol Street, NW		
Address Line 4:	Washington, D.C. 20001-1531		
ATTORNEY DOCKET NUMBER:	102612-0027		
NAME OF SUBMITTER:	Eleanor B. Atkins		
SIGNATURE:	/Eleanor B. Atkins/		
DATE SIGNED:	09/22/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is effective as of September 13, 2021, and is between Professional Compounding Centers of America, Inc., a Texas corporation located 9901 South Wilcrest Drive, Houston, TX 77099 (the "Assignor"), and Aphenia Pharma Solutions – Maryland, LLC, a Delaware limited liability company located at 7978 Industrial Park Road, Easton MD 21601 (the "Assignee").

RECITALS

A. The Assignor is the owner of the trademark set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Mark");

B. Pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by between Assignor and Assignee (the "Purchase Agreement"), the Assignor has agreed to transfer (and is transferring) all of its right, title and interest in and to the Mark to the Assignee;

C. In connection with the Purchase Agreement and the transactions contemplated thereby, the Assignor is transferring substantially all of the assets of the business to which the Mark relates, and such business is ongoing; and

D. This Assignment memorializes the assignment, transfer and sale of the Mark from the Assignor to the Assignee.

AGREEMENT

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Mark, and all of the goodwill of the business associated with the Mark, together with that portion of Assignor's business to which the Mark pertains, and all registrations and pending applications for the Mark, along with any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Mark, to record this Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Mark or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Mark in the Assignee or which may be necessary to obtain, renew, issue or enforce the Mark. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

5. This Assignment may be executed in multiple counterparts, including counterparts delivered by electronic mail, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

6. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof.

8. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Professional Compounding Centers of America, Inc.
A Texas corporation

By: L. David Sparks
Name: L. David Sparks
Title: Chief Executive Officer

ASSIGNEE:

Aphena Pharma Solutions – Maryland, LLC
A Delaware limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first set forth above.

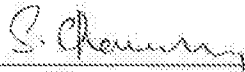
ASSIGNOR:

Professional Compounding Centers of America, Inc.
A Texas corporation

ASSIGNEE:

Aphena Pharma Solutions – Maryland, LLC
A Delaware limited liability company

By: _____
Name:
Title:

By:  _____
Name: Sitakant Chaudhury
Title: Chief Financial Officer

SCHEDULE A

Trademark/ Registration No/ Application No.	Status/Key Dates	Current Owner
SERICA RN: 5192117 SN: 86790199	Registered, April 25, 2017 Int'l Class: 03 First Use: February 8, 2017 Filed: October 16, 2015 Registered: April 25, 2017	Professional Compounding Centers of America, Inc. (Texas Corporation) 9901 South Wilcrest Drive, Houston, TX 77099 United States of America