

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kyowa Kirin, Inc.		01/03/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cumberland Pharmaceuticals Inc.		
Street Address:	2525 West End Avenue		
Internal Address:	Suite 950		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2814630	SANCUSO	
CORRESPONDENCE DATA			
Fax Number:	6152591470		
<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:	6152591308		
Email:	trademarks@arlaw.com		
Correspondent Name:	Haverly MacArthur		
Address Line 1:	1600 West End Avenue		
Address Line 2:	Suite 1400		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	604816-6		
NAME OF SUBMITTER:	Haverly MacArthur		
SIGNATURE:	/Haverly MacArthur/		
DATE SIGNED:	01/20/2022		
Total Attachments: 3			
source=SANCUSO - US trademark assignment#page1.tif			
source=SANCUSO - US trademark assignment#page2.tif			
source=SANCUSO - US trademark assignment#page3.tif			

CH \$40.00 2814630

Trademark Assignment Agreement

WHEREAS, **Kyowa Kirin, Inc.**, a corporation incorporated in the State of Delaware, having a principal place of business at 135 Route US-202, Bedminster, NJ 07921 (the “**Assignor**”), is the sole owner of the trademarks listed in **EXHIBIT A** (collectively the “**Assigned Marks**”);

WHEREAS, **Cumberland Pharmaceuticals Inc.**, a corporation incorporated in the State of Tennessee, U.S.A. having a principal place of business at 2525 West End Avenue, Suite 950, Nashville, Tennessee 37203, U.S.A., (the “**Assignee**”), is desirous of acquiring Assignor’s entire right, title and interest in and to the Assigned Marks and Assignor is willing to assign its rights, title, and interest with respect thereto to the Assignee on the terms hereinafter set forth; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated December 31, 2021 (“**APA**”) by which Assignor agrees to sell and/or cause its respective affiliates to sell certain assets to Assignee on the Closing Date (as defined in the APA, “**Closing Date**”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer, set over and relinquishes exclusively unto the Assignee, its successors, legal representatives and assigns, Assignor’s entire right, title and interest in and to the Assigned Marks including the absolute entitlement to any registered trademarks or designs granted pursuant to any of the applications comprised in the Assigned Marks; all statutory and common law rights attaching to the Assigned Marks, together with the goodwill in the Assigned Marks; the entire copyright and all other rights in the nature of copyright subsisting in the Assigned Marks; the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off or unfair competition) arising from ownership, of any of the Assigned Marks whether occurring before, on or after the date of this assignment; the same to be held and enjoyed by the Assignee, for its own use and behalf and for the use and behalf of its successors, legal representatives and assigns, for the full term of the Assigned Marks, including any renewals, reversions, extensions or revivals, as fully and entirely as if the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

AND to the extent legally permissible, the Assignor hereby waives, and shall use its reasonable endeavors to procure that any relevant third party waives, in favor of the Assignee, all moral rights the Assignor or such third party has or may have in the Assigned Marks.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that, at the Assignee’s expense and reasonable request, the Assignor will take such action and execute such documents as are reasonably necessary to perfect the interest assigned herein.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that if counsel for the Assignee, or the counsel for its successors, legal representatives and assigns, shall advise that any proceeding, filing or other legal action in connection with the Assigned Marks is lawful and desirable for the maintenance, enforcement and defense of the same, Assignor will, to the extent reasonable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the maintenance, enforcement and defense of the Assigned Marks and any trademark or design registrations resulting therefrom, without charge to the Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

AND the Assignor hereby requests the United States Patent and Trademark Office to issue any and all trademark or design registrations resulting from any trademark or design right applications comprised in the Assigned Marks to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives and assigns.

As soon as reasonably practicable after the date hereof but within three (3) months after the date hereof at the latest, Assignee shall initiate and perform the registration of the transfer of the Assigned Marks in the United States Trademark Registers (including the preparation, execution and filing of all documents and performance of all acts necessary in this connection). At the same time Assignee will provide for a change of the address of correspondence for the Assigned Marks in the Trademark Registers. All related costs shall be borne by Assignee. Assignor shall on Assignee's request and at Assignee's expense, do and execute or arrange for the doing and execution of all acts, deeds and documents reasonably necessary for the registration of the transfer of the Assigned Marks if such request was made within a period of three (3) months after the date hereof.

Assignor and Assignee agree that this Assignment is subject to the terms and conditions of the APA and that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms of this Assignment, the terms of the APA shall govern. Any warranty or liability of Assignor for the validity of the Patent and for any defects in title shall be exclusively governed by the provisions of the APA.

This Assignment and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of New York without regard to its conflicts of laws provisions and the Assignor and Assignee agree to the personal jurisdiction of and venue in any state or federal court located in or with jurisdiction over New York County, New York. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded.

IN WITNESS WHEREOF, the parties hereby have executed this Assignment on this 3rd day of January 2022.

Kyowa Kirin, Inc.

DocuSigned by:
Tara D'Orsi
By: 1F290EAEBB2E405

Name: Tara D'Orsi

Title: General Counsel and Secretary



Cumberland Pharmaceuticals Inc.

Digitally signed by A.J. Kazimi
DN: cn=A.J. Kazimi, ou=Cumberland
Pharmaceuticals Inc., ou=CP,
email=tmajor@cumberlandpharma.com,
c=US
By: *A.J. Kazimi*
Date: 2022.01.03 14:45:51 -0500

Name: A.J. Kazimi

Title: Chief Executive Officer

Exhibit A - Trademarks

Case Ref.	Title	Class	Goods and Services Description	Registration No.	Application Date	Registration Date	Category Description
TE951182USA	SANCUSO	05	Pharmaceutical preparations and substances for the treatment and prevention of gastro-intestinal conditions.	2814630	10/17/2002	2/17/2004	National (US) Trademark Filing
TE951182USB	SANCUSO	05	Pharmaceutical preparations and substances for the treatment of nausea or vomiting; anti-emetic medicines; transdermal patches containing pharmaceutical preparations for the treatment of nausea or vomiting; transdermal patches containing anti-emetic medicines	3744866	9/24/2005	2/2/2010	International Trademark designating US

[End of EXHIBIT A]