

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAINPOINTE PHARMACEUTICALS, LLC		01/11/2023	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	MISSION PHARMACAL COMPANY		
Street Address:	10999 IH-10 West, Suite 1000		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78230		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4604591	DR SMITH'S	
Registration Number:	4889609	GOES ON LIKE A CREAM. PROTECTS LIKE AN O	
Registration Number:	1103304	THERA-GESIC	
CORRESPONDENCE DATA			
Fax Number:	6123393061		
<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:	15124926413		
Email:	tmg@slwip.com		
Correspondent Name:	Pamela B. Huff		
Address Line 1:	P.O. Box 2938		
Address Line 2:	Schwegman Lundberg & Woessner, P.A.		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	4825.000008		
NAME OF SUBMITTER:	Pamela B. Huff		
SIGNATURE:	/pbhuff35901/		
DATE SIGNED:	01/16/2023		
Total Attachments: 4			
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OP \$90.00 4604591

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ASSIGNMENT

WHEREAS, MAINPOINTE PHARMACEUTICALS, LLC ("Assignor"), a Kentucky limited liability company having its principal place of business at 333 East Main Street, #200, Louisville, Kentucky 40202, desires to transfer all of its right, title, and interest in and to the trademarks shown on Exhibit A (the "Marks") to MISSION PHARMACAL COMPANY ("Assignee");

WHEREAS, Assignee, a Texas corporation having its principal place of business at 10999 IH-10 West, Suite 1000, San Antonio, Texas 78230 USA, desires to acquire all such right, title, and interest in and to said Marks, the goodwill of the business symbolized thereto, and the underlying business associated therewith;

WHEREAS, pursuant to the Settlement Agreement dated January 11, 2023, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, all of its rights in and to the Transferred IP (as that term is defined in the Settlement Agreement), and has agreed to execute and deliver this Assignment.


NOW, THEREFORE, in consideration for the execution of the accompanying Settlement Agreement, the payment of the consideration stipulated in the Settlement Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey to Assignee all of its right, title, and interest in and to said Marks, all rights derived from or associated with use of the Marks by Assignor, together with the goodwill of the business symbolized thereto and the underlying business associated therewith, and the right to recover for past infringement of said Marks. Assignor represents and warrants that it has not previously assigned, licensed, or conveyed any interest in said Marks or the other rights referenced herein, and Assignor agrees to execute any further lawful documents needed to give full force and effect to this instrument.

Executed this 11th day of January 2023

MainPointe Pharmaceuticals, LLC, a Kentucky limited liability company ("Assignor")

By: _____
Name: _____
Title: _____

Mission Pharmacal Company, a Texas corporation ("Assignee")

By: 
Name: Thomas J. Dooley
Title: President and Chief Financial Officer

ASSIGNMENT

WHEREAS, MAINPOINTE PHARMACEUTICALS, LLC ("Assignor"), a Kentucky limited liability company having its principal place of business at 333 East Main Street, #200, Louisville, Kentucky 40202, desires to transfer all of its right, title, and interest in and to the trademarks shown on Exhibit A (the "Marks") to MISSION PHARMACAL COMPANY ("Assignee");

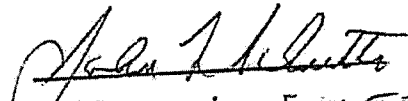
WHEREAS, Assignee, a Texas corporation having its principal place of business at 10999 IH-10 West, Suite 1000, San Antonio, Texas 78230 USA, desires to acquire all such right, title, and interest in and to said Marks, the goodwill of the business symbolized thereto, and the underlying business associated therewith;

WHEREAS, pursuant to the Settlement Agreement dated January 11, 2023, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, all of its rights in and to the Transferred IP (as that term is defined in the Settlement Agreement), and has agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration for the execution of the accompanying Settlement Agreement, the payment of the consideration stipulated in the Settlement Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey to Assignee all of its right, title, and interest in and to said Marks, all rights derived from or associated with use of the Marks by Assignor, together with the goodwill of the business symbolized thereto and the underlying business associated therewith, and the right to recover for past infringement of said Marks. Assignor represents and warrants that it has not previously assigned, licensed, or conveyed any interest in said Marks or the other rights referenced herein, and Assignor agrees to execute any further lawful documents needed to give full force and effect to this instrument.

Executed this 11th day of January 2023

MainPointe Pharmaceuticals, LLC, a Kentucky limited liability company ("Assignor")

By: 
Name: JOHN L. SCHAEFER
Title: CEO

Mission Pharmacal Company, a Texas corporation ("Assignee")

By: _____
Name: _____
Title: _____

EXHIBIT A

TRADEMARK	COUNTRY	STATUS	APP NUMBER	REG NUMBER
BARRIER SPRAY (Class 5)	Canada	Abandoned	1772217	
BARRIER SPRAY (Class 35, 42)	European Union	Registered	015203946	015203946
BARRIER SPRAY (Class 35, 42)	United Kingdom	Registered	UK00915203946	UK00915203946
DIAPER RASH PROBLEM? SOLVED.	United States	Cancelled	85/679,120	4254138
DR SMITH'S (Class 5)	Canada	Registered	1,680,173	TMA930757
DR SMITH'S (Class 5)	European Union	Registered	012944765	012944765
DR SMITH'S (Class 5)	United Kingdom	Registered	UK00912944765	UK00912944765
DR SMITH'S (Class 5)	United States	Cancelled	76/681663	3451789
DR SMITH'S (Class 5)	United States	Registered	86/136710	4604591
DR SMITH'S & DESIGN (Class 5)	Canada	Registered	1642636	TMA979211
DR SMITH'S & DESIGN (Class 5)	Canada	Registered	1680176	TMA971556
DR SMITH'S & DESIGN (Class 5)	European Union	Registered	012125498	012125498
DR SMITH'S & DESIGN (Class 5)	European Union	Registered	012944823	012944823
DR SMITH'S & DESIGN (Class 5)	United Kingdom	Registered	UK00912125498	UK0912125498
DR SMITH'S & DESIGN (Class 5)	United Kingdom	Registered	UK00912944823	UK00912944823
DR SMITH'S & DESIGN (Class 5)	United States	Cancelled	85/870886	4428415
DR SMITH'S & DESIGN (Class 5)	United States	Cancelled	86/136713	4697022
DR SMITH'S DIAPER OINTMENT (Class 5)	United States	Cancelled	74/721653	1990055
DR SMITH'S DIAPER OINTMENT & DESIGN (Class 5)	United States	Cancelled	74/721414	2001200
DR SMITH'S, GOES ON LIKE A CREAM – PROTECTS LIKE AN OINTMENT (Class 5)	European Union	Registered	014408231	014408231
DR SMITH'S, GOES ON LIKE A CREAM – PROTECTS LIKE AN OINTMENT (Class 5)	United Kingdom	Registered	UK00914408231	UK00914408231
GO PAINLESSLY (Class 5)	United States	Cancelled	77/579,079	3636684
GOES ON LIKE A CREAM, PROTECTS LIKE AN OINTMENT (Class 5)	United States	Cancelled	85/042,876	3979735
GOES ON LIKE A CREAM, PROTECTS LIKE AN OINTMENT (Class 5)	United States	Registered	86/686842	4889609
GREENTEK (Class 1)	Canada	Registered	1837627	TMA1075948
GREENTEK (Class 1)	European Union	Registered	016724239	016724239
GREENTEK (Class 1)	United Kingdom	Registered	UK00916724239	UK00916724239
GREENTEK (Class 1)	United States	Abandoned	87/230513	
GREENTEK SPRAY SYSTEM & DESIGN (Class 1)	Canada	Registered	1927691	TMA1075950

TRADEMARK

REEL: 007947 FRAME: 0141

TRADEMARK	COUNTRY	STATUS	APP NUMBER	REG NUMBER
GREENTEK SPRAY SYSTEM & DESIGN (Class 1)	European Union	Registered	016724254	016724254
GREENTEK SPRAY SYSTEM & DESIGN (Class 1)	United Kingdom	Registered	UK00916724254	UK00916724254
GREENTEK SPRAY SYSTEM & DESIGN (Class 1)	United States	Abandoned	87/230524	
LOSE THE LICE (Class 5)	United States	Abandoned	87/428,692	
RASH + SKIN & DESIGN (Class 5)	United States	Cancelled	86/126703	4713498
REACH FOR THE DOCTOR (Class 5)	United States	Abandoned	87/083979	
THERA-GESIC (Class 5)	Canada	Cancelled	0512522	TMA303208
THERA-GESIC (Class 5)	United States	Registered	73161224	1103304