

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM782749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nexgen Pharma, Inc.		07/23/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LGM Pharma Solutions, LLC		
<b>Street Address:</b>	6400 Congress Avenue		
<b>Internal Address:</b>	Suites 1300 and 1400		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33487		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3276938	NEXGEN PHARMA	
<b>Registration Number:</b>	3640670	NEXGEN PHARMA	
<b>Registration Number:</b>	3197982	ASCOMP	
<b>Registration Number:</b>	2693201	ASCOMP	
<b>Registration Number:</b>	3179162	ASCOMP WITH CODEINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122076400		
<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>			
<b>Phone:</b>	312-207-1000		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	Siddesh Bale		
<b>Address Line 1:</b>	10 South Wacker Drive		
<b>Address Line 2:</b>	Reed Smith LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Siddesh Bale		
<b>SIGNATURE:</b>	/Siddesh Bale/		
<b>DATE SIGNED:</b>	01/26/2023		

OP \$140.00 3276938

**Total Attachments: 9**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY AND DOMAIN NAME TRANSFER AGREEMENT**

This ASSIGNMENT OF INTELLECTUAL PROPERTY AND DOMAIN NAME TRANSFER AGREEMENT (collectively this "Assignment"), dated as of July 23, 2020, is made by and between LGM Pharma Solutions, LLC, a Delaware limited liability company ("Assignee"), and Nexgen Pharma, Inc., a California corporation ("Assignor"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

A. Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of February 27, 2020 (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property of Assignor, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Entities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the following (collectively, the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto (if any), the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the international convention, and all other conventions, and the worldwide right to file applications for said inventions in Assignee's own name (collectively, the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (collectively, the "Trademarks");

(c) the copyright registrations and applications set forth on Schedule 3 hereto (if any), (the "Copyrights");

(d) the internet domain name set forth on Schedule 4 hereto, together with any and all intellectual property rights and goodwill associated therewith (collectively, the “Domain Name”), the assignment, conveyance, and transfer of which shall be subject to a transition period commencing on the date hereof under which Assignor will take the necessary steps with the Domain Name Registrar to ensure that Assignor and Assignee shall each be an administrator of the Domain Name (provided that (i) Assignee shall at all times have the exclusive right to determine and modify the publicly viewable website content available at www.nexgenpharma.com and (ii) Assignor shall be the sole administrator of the historical Domain Namespace (DNS) records and Mail Exchanger (MX) records related to the period prior to the Closing), and the termination of which shall occur upon the earlier of: (i) Seller’s completion of its transition plan, which includes, among other things, contacting customers of the Excluded Businesses regarding a new domain name and contact information, migrating all historical data, including DNS records and MX records, and transitioning the pointers; and (ii) six (6) months from the date hereof, upon which all right, title, and interest in, to, and under the Domain Name shall automatically transfer to Assignee and Assignee shall be the sole administrator;

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take all such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, transfer of the Domain Name through registrar, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Domain Name Transfer. At the completion of the transition period set forth in 1(d), Assignor will immediately take all steps required by Network Solutions and any other domain name registration authority and internet service provider to transfer the Domain Name to Assignee, including but not limited to confirming to Network Solutions, if queried, that the assignment request is genuine, and taking no action to withdraw, suspend or otherwise terminate the assignment request. In the event that within 60 days following the completion of that transition period in 1(d), Assignee does not receive confirmation from Assignor that the

requested assignment has been completed, Assignee may pursue all remedies available at law or in equity against Assignor.

4. License Back. In consideration of Seller's grant of this Intellectual Property Assignment and subject to and conditioned about Seller's performance of its obligations and conditions under this Agreement, Buyer hereby grants to Seller and its Affiliates for three (3) years after the Closing Date (the "License Back Period") a royalty-free, non-transferable, non-exclusive, non-sublicensable, irrevocable license to use the legal entity name "Nexgen Pharma Inc." throughout the United States, in connection with Seller's corporate functions, specifically use of the name as party to contracts for which Seller has ongoing obligations. Any and all goodwill arising from Seller's use of "Nexgen Pharma Inc." during the License Back Period shall inure solely to Buyer's benefit. This License does not grant Seller the right to use "Nexgen Pharma Inc." for any commercial purposes, including in connection with marketing and sales of products or in any of Seller's promotional materials, including existing signage, business cards, packaging, letterhead, invoice forms, websites, social media accounts, advertising, marketing and promotional materials.

5. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

9. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Assignment as of the date first set forth above.

**ASSIGNOR:**

**NEXGEN PHARMA, INC.**

By: 

Name: Kyle R. Brown

Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

ASSIGNEE:

LGM PHARMA SOLUTIONS, LLC

By:   
Name: Prasad Raje  
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

None.



**SCHEDULE 2**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

1. Nexgen Pharma – US 3276938
2. Nexgen Pharma – US 3640670
3. Nexgen Pharma – EU 7225444
4. Ascomp – US 3197982
5. Ascomp – US 2693201
6. Ascomp with Codeine – US 3179162

**SCHEDULE 3**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

None.

**SCHEDULE 4**

**DOMAIN NAME**

www.nexgenpharma.com

Network Solutions is the Domain Name Registrar of www.nexgenpharma.com.