

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upsher-Smith Laboratories, LLC		06/30/2023	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Tonix Medicines, Inc.		
Street Address:	26 Main Street - Suite 101		
City:	Chatham		
State/Country:	NEW JERSEY		
Postal Code:	07928		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5186988	SYMTOUCH	
Registration Number:	5186989	ZEMBRACE	
Registration Number:	5392512	NOTIME4MIGRAINES	
Registration Number:	5478282	ZEMBRACE SYMTOUCH	
Registration Number:	5981221	TOSYMRA	
Registration Number:	6117797		
Registration Number:	6124333	TOSYMRA	
CORRESPONDENCE DATA			
Fax Number:	203782889		
<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:	203.498.4347		
Email:	fduffin@wiggins.com		
Correspondent Name:	Francis J. Duffin, Wiggins and Dana LLP		
Address Line 1:	One Century Tower, 265 Church Street		
Address Line 4:	New Haven, CONNECTICUT 06510		
NAME OF SUBMITTER:	Francis J. Duffin		
SIGNATURE:	/fjd/		
DATE SIGNED:	07/21/2023		

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Total Attachments: 8

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “Assignment Agreement”) is made as of June 30, 2023 (the “Effective Date”), by Upsher-Smith Laboratories, LLC, a Minnesota limited liability company (“Assignor”) and Tonix Medicines, Inc., a Delaware corporation (“Assignee”) for the benefit of Assignee. Unless otherwise specifically provided herein, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 23, 2023 (as may be amended from time to time, the “Asset Purchase Agreement”) by and among Assignor, Assignee, and the other parties thereto, Assignor has conveyed, transferred, and assigned to Assignee the trademarks described herein; and

WHEREAS, Assignor has agreed to execute and deliver this Assignment Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Conveyance and Acceptance of Trademarks. Assignor hereby, irrevocably, without reservation, sells, transfers and sets over, grants, assigns, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor’s right, title and interest in and to the trademark registrations set forth on Exhibit A, attached hereto and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business associated with the use of, and symbolized by, the Assigned Trademarks and any and all of Assignor’s other rights, privileges, and priorities provided under applicable law with respect to the Assigned Trademarks, including (i) any and all royalties, fees, income, payment, and other proceeds now or hereafter due or payable with respect to the Assigned Trademarks; and (ii) any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on, 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. Due Authorization. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States of America and any other official of any other applicable governmental authority to record Assignee as the assignee and owner of the Assigned Trademarks, and to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks in and to the name of Assignee.

3. Further Assurances. Assignor shall execute and deliver such additional documents, instruments, conveyances and assurances, prepared by Assignee, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions

contemplated by this Assignment Agreement, including the recordation of this Assignment Agreement and perfection of Assignee's right, title and interest in and to the Assigned Trademarks.

4. Purchase Agreement Controls. Nothing in this Assignment Agreement shall be deemed to supersede, diminish, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control.

5. Assignment; Governing Law; Jurisdiction. This Assignment Agreement and the provisions herein contained shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns. The provisions of Section 11.08 (*Governing Law; Jurisdiction*) of the Asset Purchase Agreement shall apply mutatis mutandis to this Assignment Agreement.

6. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Assignment Agreement 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 Agreement.

[Remainder of this page intentionally left blank. Signatures on following page.]

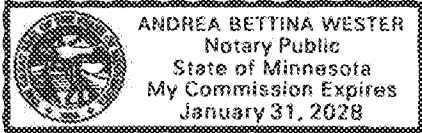
IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this Assignment Agreement on the date first set above.

UPSHER-SMITH LABORATORIES, LLC


By: 

Name: Rich Fisher

Title: President & COO



Subscribed and sworn to me on
this 27th day of June 2023



Notary Public

TONIX MEDICINES, INC.

By: _____

Name: _____

Title: _____

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 008150 FRAME: 0063

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this Assignment Agreement on the date first set above.

UPSHER-SMITH LABORATORIES, LLC

By: _____

Name: Rich Fisher

Title: President & COO

Subscribed and sworn to me on
this ___ day of _____ 2023

Notary Public

TONIX MEDICINES, INC.

By:  _____
DocuSigned by:
James Hunter
11CB02BE8327456

Name: James Hunter

Title: President

EXHIBIT A

Trademarks

[See attached.]

[Exhibit A to Assignment of Trademarks]

Canada (via Madrid)	Registered	Ⓢ	A0097847	6/29/2020	1,545,038	8/13/2020	Renewal Due	6/29/2030	5	Pharmaceutical preparations for the treatment of central nervous system disorders and migraine
European Union (via Madrid)	Registered	Ⓢ	A0097847	6/29/2020	1,545,038	8/13/2020	Renewal Due	6/29/2030	5	Pharmaceutical preparations for the treatment of central nervous system disorders and migraine
Israel (via Madrid)	Registered	Ⓢ	A0097847	6/29/2020	1,545,038	8/13/2020	Renewal Due	6/29/2030	5	Pharmaceutical preparations for the treatment of central nervous system disorders and migraine
Japan (via Madrid)	Registered	Ⓢ	A0097847	6/29/2020	1,545,038	8/13/2020	Renewal Due	6/29/2030	5	Pharmaceutical preparations for the treatment of central nervous system disorders and migraine
Norway (via Madrid)	Registered	Ⓢ	A0097847	9/24/2021	1,545,038	10/12/2022	Renewal Due	6/29/2030	5	Pharmaceutical preparations for the treatment of central nervous system disorders and migraine
South Korea (via Madrid)	Registered	Ⓢ	A0097847	6/29/2020	1,545,038	8/13/2020	Renewal Due	6/29/2030	5	Pharmaceutical preparations for the treatment of central nervous system disorders and migraine
Switzerland (via Madrid)	Registered	Ⓢ	A0097847	6/29/2020	1,545,038	8/13/2020	Renewal Due	6/29/2030	5	Pharmaceutical preparations for the treatment of central nervous system disorders and migraine
Turkey (via Madrid)	Registered	Ⓢ	A0097847	6/29/2020	1,545,038	8/13/2020	Renewal Due	6/29/2030	5	Pharmaceutical preparations for the treatment of central nervous system disorders and migraine
United Kingdom (via Madrid)	Registered	Ⓢ	A0097847	6/29/2020	1,545,038	8/13/2020	Renewal Due	6/29/2030	5	Pharmaceutical preparations for the treatment of central nervous system disorders and migraine
United States	Registered	Ⓢ	88/758,641	1/14/2020	6,117,797	8/4/2020	Renewal Due	8/4/2026	5	Pharmaceutical preparations for the treatment of central nervous system disorders and migraine
United States	Registered	Ⓢ	87/102,029	7/13/2016	5,392,512	1/30/2018	8 & 15 Affidavit Due	1/30/2024	41, 44, 45	Class 41: Providing training and education services in the pharmaceutical and medical fields, namely providing classes, seminars, workshops including via the Internet; Audiovisual productions, namely production of audio and video recordings; Entertainment services in the nature of organizing social and cultural entertainment events; Providing information relating to organizing community sporting and cultural activities, contests and games; Education services in the nature of organizing and arranging workshops, in-person forums, lectures, conferences, competitions and seminars in the field of healthcare; arranging of exhibitions, cultural activities and other events, namely, business seminars in the field of healthcare for educational or entertainment purposes; publication of magazines, journals, online non-downloadable journals, books, electronic books, guides and provision of online computer databases, all of the aforementioned being in the medical and pharmaceutical fields for educational or entertainment purposes; educational services, namely, providing educational seminars, cultural activities and other events for creating social awareness relating to migraines and migraine treatment; organizing, arranging and conducting sport and cultural activities, the proceeds of which are donated to charity . CLASS 44: Medical services; Pharmaceutical advice; Healthcare services, namely, treatment of patients with migraine; Providing on-line information, news and commentary in the field of medical treatment relating to migraines and migraine treatment. CLASS 45: Welfare, namely, social welfare and empowerment, namely, personal empowerment of persons with disabilities, namely, representation of persons for social security and disability related claims; social companionship services for the elderly and disabled.
States	Abandoned	TM	87/815,803	9/1/2018			Allowed; Statement of use due. ABANDON IN FAVOR OF 88,390,100	4/9/2020 (ext to 4/9/2022)	5	PHARMACEUTICAL AND MEDICAL PREPARATIONS FOR TREATMENT OF MIGRAINE
ID	Registered	Ⓢ	1501060	10/16/2019	1501060	10/16/2019	Renewal Due	10/16/2029	5	Pharmaceutical and medicinal preparations for treatment of migraine.
Canada (via Madrid)	Registered	Ⓢ	1501060	10/16/2019	1103790	7/14/2021	Renewal Due	10/16/2029	5	Pharmaceutical and medicinal preparations for treatment of migraine.
European Union (via Madrid)	Registered	Ⓢ	1501060	10/16/2019	1501060	10/16/2019	Renewal Due	10/16/2029	5	Pharmaceutical and medicinal preparations for treatment of migraine.

Switzerland (via Madrid)	Registered	®	1501060	10/16/2019	1501060	10/16/2019	10/16/2019	Renewal Due	10/16/2029	5	Pharmaceutical and medicinal preparations for treatment of migraine.
Turkey (via Madrid)	Registered	®	1501060	10/16/2019	1501060	10/16/2019	10/16/2019	Renewal Due	10/16/2029	5	Pharmaceutical and medicinal preparations for treatment of migraine.
United Kingdom (via Madrid)	Registered	®	1501060	10/16/2019	UK008015010 60	10/16/2019	10/16/2019	Renewal Due	10/16/2029	5	Pharmaceutical and medicinal preparations for treatment of migraine.
United States	Registered	®	88/390,100	4/17/2019	5,981,221	2/11/2020	2/11/2020	Section 8, 15 due	2/11/2026	5	Pharmaceutical and medicinal preparations for treatment of migraine.
United States	Registered	®	88/775,112	1/27/2020	6,124,333	8/11/2020	8/11/2020	Renewal Due	8/11/2026	5	Pharmaceutical preparations for the treatment of central nervous system disorders and migraine.

