

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI47648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Validus Pharmaceuticals LLC		11/24/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	SS Pharma, LLC		
Street Address:	16732 Strasbourg Lane		
City:	Delray Beach		
State/Country:	FLORIDA		
Postal Code:	33466		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	333661	DRISDOL	
Registration Number:	800916	HIPREX	
Registration Number:	5179977	HIPREX	
Registration Number:	1082213	ROCALTROL	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	8456520377		
Email:	samyshanmugam93@gmail.com,davidhsilverstein@yahoo.com		
Correspondent Name:	Muthusamy Shanmugam		
Address Line 1:	16732 Strasbourg Lane		
Address Line 4:	Delray Beach, FLORIDA 33466		
NAME OF SUBMITTER:	David Silverstein		
SIGNATURE:	David Silverstein		
DATE SIGNED:	02/23/2024		
Total Attachments: 5			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into as of November 22, 2023 (the “**Closing Date**”) by and between Validus Pharmaceuticals LLC, a Delaware limited liability company (“**Assignor**”), and SS Pharma, LLC, a Delaware limited liability company (“**Assignee**”); each located at the respective address set forth below. Seller and Buyer are sometimes referred to in this Assignment individually as a “**Party**” and together as the “**Parties.**”

RECITALS

A. This Assignment is entered into in connection with that certain Asset Purchase Agreement dated as of even date herewith by and between Assignor and Assignee (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, transfer, convey and assign to Assignee, and Assignee has agreed to purchase and accept, all right, title and interest in and to certain assets, including the Purchased Trademarks, as listed on Schedule 1 hereto, and the Purchased Domain Names, as listed on Schedule 2 hereto, effective as of Closing.

B. Capitalized terms used and not otherwise defined in this Assignment are used as defined in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises, the transactions contemplated by the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignors and Assignee, intending to be legally bound, hereby agree as follows:

1. **Transfer of Trademarks and Domain Names**. Assignor hereby sells, transfers, conveys and assigns to Assignee, and Assignee hereby purchases, assumes, and accepts, all of Assignor's right, title, and interest in the Territory under and to the Purchased Trademarks and Purchased Domain Names as set forth on the Schedules hereto, together with (a) all common law rights in the foregoing in the Territory and all goodwill connected with the use of and symbolized by the foregoing, (b) all rights to request, apply for, file and register the Purchased Trademarks and Purchased Domain Names, (c) all rights to sue and collect damages or seek injunctive relief for any infringement, dilution or violation of any of the Purchased Trademarks or Purchased Domain Names, and (d) all income, royalties and any other payments now and hereafter payable in respect of any of the Purchased Trademarks and Purchased Domain Names after the Closing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

2. **Further Assurances**. Each of Assignee and Assignor shall, at any time or from time to time after the Closing, at the request and expense of the other Party, execute and deliver to the other Party all such further instruments and documents, and do and perform all such acts as may be necessary, to give full effect to the intent and meaning of this Assignment. Without limiting the generality of the foregoing:

2.1. **Purchased Domain Names**. Promptly, but in any event within 30 days, after the Closing Date, Assignee shall initiate with the applicable registrar a transfer of the Purchased Domain Names, at

Assignee's own expense. Assignor shall promptly (i) at Assignee's request only, release any "lock" placed on any of the Purchased Domain Names, obtain any requisite authorization code and provide that code to Assignee, and confirm the requested transfer upon receipt of a request to do so from the applicable registrar, and (ii) at such registrar's or Assignee's request and at Assignee's expense, execute and deliver all authorizations necessary to effectuate electronic transfer of the Purchased Domain Names.

2.2. Purchased Trademarks. Promptly, but in any event within 30 days, after the Closing Date, Assignee shall record the transfer of the Purchased Trademarks with the U.S. Patent and Trademark Office, at Assignee's own expense.

3. Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement, including, without limitation, all of the representations, warranties, covenants and agreements set forth in the Purchase Agreement. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement or the Parties' respective rights or obligations thereunder.

4. No Representation or Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no representations or warranties, express or implied, with respect to the Purchased Trademarks or Purchased Domain Names.

5. Miscellaneous.

5.1. Incorporation by Reference. The following Articles and Sections of the Purchase Agreement are incorporated into this BoS/A&A as though fully set forth herein, *mutatis mutandis*: 1.2 (Conventions), 1.3 (Divisions), 5.5 (Exclusive Remedy), 6 (Dispute Resolution), 7 (Notices), and 8 (Miscellaneous).

5.2. Governing Law. The Parties hereby confirm that the validity, construction, and performance of this Assignment shall be governed by and construed first in accordance with the federal Laws of the United States to the extent federal subject matter jurisdiction exists, and second in accordance with the Laws of the State of New York, in either case excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive Law of another jurisdiction.

5.3. Counterparts. The Parties hereby confirm that this Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Electronic execution and/or delivery of this Assignment shall be effective as a manually executed original counterpart of this Assignment.

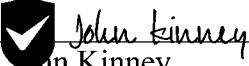
[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to sign this Assignment as of the Closing Date.

ASSIGNOR: VALIDUS PHARMACEUTICALS LLC


DocuSigned by John Kinney

By:  | I approve this document
Name: John Kinney | 11/24/2023 | 11:57 AM EST
Title: CEO | 68AF74A7BEAE4BBAB00E6FC506EA0BF2

Address: 90 East Halsey Road, Suite 210
Parsippany, NJ 07054 USA
Attn: CEO

ASSIGNEE: SS PHARMA, LLC

DocuSigned by Muthusamy Shanmugam

By:  | I approve this document
Name: Muthusamy Shanmugam | 11/22/2023 | 9:47 PM EST
Title: Managing Member | 9069306974270A929E4513BA06AD9

Address: 16732 Strasbourg Lane
Delray Beach, FL 33466 USA
Attn: Managing Member

LIST OF SCHEDULES

- Schedule 1 Purchased Trademarks
- Schedule 2 Purchased Domain Names

Schedule 1..... Purchased Trademarks

Trademark	Registration No.	Registration Date
DRISDOL	0333661	Mar 31, 1936
HIPREX	0800916	Dec 28, 1965
HIPREX	5179977	Apr 11, 2017
ROCALTROL	1082213	January 17, 1978

For the avoidance of doubt, the Purchased Trademarks exclude any trademarks related to the Parlodel Product, which the Parties acknowledge are in-licensed by Assignor. At Closing, Assignee will acquire Assignor's rights to such trademarks pursuant to a separate Novartis Joinder, Assignment and Assumption Agreement.

Schedule 2..... Purchased Domain Names

Drisdol.us

Hiprex.us

Parlodel.us.com

Rocaltrol.us