

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEOPHARMA, INC.		10/26/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	BELCHER PHARMACEUTICALS LLC		
Street Address:	6911 BRYAN DAIRY ROAD		
Internal Address:	STE 210		
City:	LARGO		
State/Country:	FLORIDA		
Postal Code:	33777		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3590568	MUCOTROL	
CORRESPONDENCE DATA			
Fax Number:	7275443732		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7274710850		
Email:	mandeep@belcherpharma.com		
Correspondent Name:	MANDEEP K TANEJA		
Address Line 1:	6911 BRYAN DAIRY ROAD		
Address Line 2:	STE 210		
Address Line 4:	LARGO, FLORIDA 33777		
ATTORNEY DOCKET NUMBER:	MUCOTROL ASSIGNMENT		
NAME OF SUBMITTER:	MANDEEP K. TANEJA		
Signature:	/MKT/		

OP \$40.00 3590568

Date:

11/21/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Agreement is by and between GEOPHARMA, INC. ("**Assignor**") and BELCHER PHARMACEUTICALS, LLC ("**Assignee**").

WHEREAS, Assignor, is the owner of that certain registered trademark attached hereto as Exhibit A and identified as follows: MUCOTROL ® (the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1 USD, payable on JULY 1, 2010.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this

Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

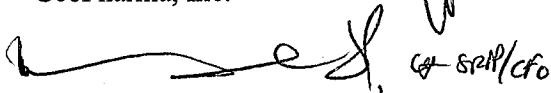
8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Florida.

Date: October 26, 2010

ASSIGNOR

GeoPharma, Inc.



Handwritten signature of Carol Dore-Falcone, with initials 'CD' and 'SVP/cfo' written next to it.

Carol Dore-Falcone, Senior Vice President &
Chief Financial Officer

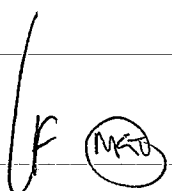
ASSIGNEE

Belcher Pharmaceuticals, LLC.



Handwritten signature of Mandeep K. Taneja.

Mandeep K. Taneja, Vice President



Handwritten initials 'LF' and a circled mark containing the letters 'MKO'.

NOTARIZATION FORM

State of Florida

County of Pinellas

On October 26, 2010 before me, Ms. Susan Sweat, Notary, personally appeared Ms. Carol Dore-Falcone, as Senior Vice President and Chief Financial Officer of GeoPharma, Inc., and Mr. Mandeep K. Taneja, as Vice President and General Counsel for Belcher Pharmaceuticals, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged to me that THEY executed the same in THEIR authorized capacity(ies), and that by THEIR signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Susan E. Sweat

Notary

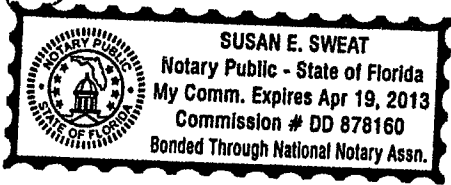


EXHIBIT A



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Mucotrol

Word Mark MUCOTROL

Goods and Services IC 005. US 006 018 044 046 051 052. G & S: Pharmaceutical preparations for oral mucositis, vaginal mucositis and gastrointestinal mucositis encountered in oncology. FIRST USE: 20040712. FIRST USE IN COMMERCE: 20050925

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Trademark Search Facility Classification Code LETTER-3-OR-MORE MUCOTROL Combination of three or more letters as part of the mark

Serial Number 77526063

Filing Date July 18, 2008

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition December 30, 2008

Registration Number 3590568

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TRADEMARK
REEL: 005158 FRAME: 0523

Registration Date March 17, 2009
Owner (REGISTRANT) GeoPharma, Inc. CORPORATION FLORIDA 6950 Bryan Dairy Raod Largo FLORIDA 33777
Attorney of Record Mandeep K. Taneja
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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