

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PALMETTO PHARMACEUTICALS, INC.		03/01/2013	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	SIBJR, LLC		
Street Address:	6003 Ponders Court		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29615		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	73321268	RESPAIRE	
Serial Number:	77199162	LASERX	
Serial Number:	73103748	LASER	
Serial Number:	72195946	FUMATINIC	
Serial Number:	72195947	KIE	
Serial Number:	72140566	DALLERGY	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	8037992000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Ashley B. Summer/Nelson Mullins		
Address Line 1:	100 North Tryon Street, 42nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4000		
ATTORNEY DOCKET NUMBER:	31253/09014		
NAME OF SUBMITTER:	Ashley B. Summer		
SIGNATURE:	/Ashley B. Summer/		
DATE SIGNED:	10/07/2014		

CH \$165.00 73321268

Total Attachments: 9

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BILL OF SALE AND ASSIGNMENT

This **BILL OF SALE AND ASSIGNMENT** (this "*Bill of Sale*") is entered to by and between **PALMETTO PHARMACEUTICALS, INC.** ("*Assignor*") and **SIBJR, LLC** ("*Assignee*") to be effective as of March 1, 2013 (the "*Effective Date*").

W I T N E S S E T H:

WHEREAS, Assignor owns those certain assets and liabilities listed on, or detailed in, **Schedule A** attached hereto and incorporated herein (the "*Transferred Assets and Transferred Liabilities*") having received such Transferred Assets and Transferred Liabilities from *Laser Pharmaceuticals, LLC* ("*Laser*") on the Effective Date.

WHEREAS, Assignor desires to transfer and assign all of its interest in the Transferred Assets and Transferred Liabilities to Assignee as an initial capital contribution and in exchange for the Assignor's membership interest in Assignee.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Assignment of the Assets.** Assignor does hereby grant, sell, assign, transfer, convey and set over to Assignee, its successors and assigns, and Assignee does hereby accept and assume from Assignor, all of Assignor's right, title and interest in and to the Transferred Assets and Transferred Liabilities. As between Assignor and Assignee, for all purposes of this Bill of Sale the assignment provided for in this section shall be effective as of the Effective Date notwithstanding any failure to perfect such transfer with respect to third parties until a later time.

2. **Title to Assets.** Assignor warrants and covenants that Assignor is the full and lawful owner of the Transferred Assets and Transferred Liabilities hereby assigned; that Assignor has complete legal authority to make this conveyance; and that the Transferred Assets and Transferred Liabilities hereby assigned have not been otherwise assigned, pledged, or hypothecated to any other person or entity whatsoever.

3. **Further Assurances.** Each party hereto agrees to execute and deliver or cause to be executed and delivered such instruments or further assurances as may, in the reasonable opinion of the other party, be necessary or desirable to give effect to the provisions of this Bill of Sale.

4. **Binding Effect.** This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, heirs and assigns.

5. **GOVERNING LAW.** THIS BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

6. **Interpretations.** The headings of the sections contained in this Bill of Sale are solely for convenience of reference and shall not affect the meaning or interpretation of this Bill of Sale.

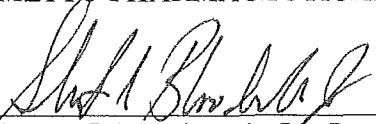
7. **Amendment; Waivers, Etc.** Neither this Bill of Sale nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by the party against which enforcement of such amendment, change, waiver, discharge or termination is sought.

8. **Counterparts.** This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

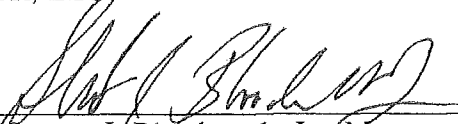
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Bill of Sale to be duly executed and delivered as of the day and year first above written.

PALMETTO PHARMACEUTICALS, INC.


By: Stewart I. Bloodworth, Jr., President and CEO

SIBJR, LLC


By: Stewart I. Bloodworth, Jr., Manager

Signature Page to Bill of Sale and Assignment by and between Palmetto Pharmaceuticals, Inc. and SIBJR, LLC

TRADEMARK
REEL: 005377 FRAME: 0179

**SCHEDULE A
TO
BILL OF SALE AND ASSIGNMENT**

The Transferred Assets and Transferred Liabilities are the same "Transferred Assets and Transferred Liabilities" as described in that certain Bill of Sale and Assignment from Laser Pharmaceuticals, LLC to Palmetto Pharmaceuticals, Inc. of even date herewith. See attached.

~#4836-5564-9554 v.2~

**SCHEDULE A
TO
BILL OF SALE AND ASSIGNMENT**

TRANSFERRED ASSETS AND TRANSFERRED LIABILITIES

All of Assignor's right, title and interest in and to all of Assignor's property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following (but excluding the **Excluded Assets**, identified on **Schedule A-2**):

- (a) all real property;
- (b) all tangible personal property, including but not limited to, all computer equipment, office furniture and equipment, warehouse equipment and vehicles, and specifically including those assets described in **Schedule A-1(b)**;
- (c) all inventories (but excluding the product inventory and samples inventory identified in **Schedule A-2**);
- (d) all accounts receivable;
- (e) all contracts;
- (f) all governmental authorizations and all pending applications therefor or renewals thereof;
- (g) all data and records related to the operations of Assignor, including client and customer lists and records, referral sources, research and development reports and records, production reports, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, studies, reports, correspondence and other similar documents and records, and copies of all personnel records;
- (h) all of the intangible rights and property of Assignor, including any and all intellectual property assets (but excluding the trademarks identified in **Schedule A-2**), going concern value, goodwill, telephone, telecopy and e-mail addresses and listings;
- (i) all insurance policies, benefits, including rights and proceeds, arising from or relating to the Assignor's assets or the Transferred Liabilities;
- (j) all claims of Assignor against third parties relating to the assets, whether choate or inchoate, known or unknown, contingent or noncontingent;
- (k) all rights of Assignor relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof;
- (l) all cash, cash equivalents, bank accounts and short-term investments; and
- (m) all claims for refund of taxes and other governmental charges of whatever nature.

All of the property and assets identified above to be transferred to Assignee are referred to collectively as the "**Transferred Assets**".

The **Transferred Liabilities** shall consist of the following: any trade accounts payable, purchase clearing liabilities, credit card liabilities, accrued liabilities, FDA liability, and holdings for 401(k) liability as reflected on the Assignor's balance sheet as of February 28, 2013.

**SCHEDULE A-1(b)
TO
BILL OF SALE AND ASSIGNMENT**

SPECIFICALLY LISTED TANGIBLE PERSONAL PROPERTY

REDACTED

**SCHEDULE A-2
TO
BILL OF SALE AND ASSIGNMENT**

EXCLUDED ASSETS

Notwithstanding anything to the contrary contained herein, the following assets (collectively, the "**Excluded Assets**") are not part of the Transferred Assets, are excluded from the Transferred Assets and shall remain the property of Assignor after the Effective Date:

- (a) The product inventory and samples inventory described on or listed in **Schedule A-2(a)**;
- (b) All of the Assignor's trademarks, marketing supplies and brochures related to the products and inventory describe in (a) above;
- (c) All LLC minutes or record books; and
- (d) All personnel records and other records that Assignor is required by law to retain in its possession.

SCHEDULE A-2(a)
TO
BILL OF SALE AND ASSIGNMENT

Product Inventory and Samples Inventory

[schedule or listing to be attached behind this page]

~ #4829-7190-4530 v.6 ~

Redacted

Millipred Tablet 5mg 100
Millipred Tablet 5mg 100
Millipred Tablet DP6 5mg
Millipred Tablet DP6 5mg
Millipred Tablet DP12 5mg
Millipred Oral Sol 13.4mg 8oz
Millipred Oral Sol 13.4mg 8oz
Millipred Tablet Samples - 12
Millipred Tablet Samples - 12
Millipred 15 mL Sample
Millipred 15 mL Sample
Sample Carton, Millipred - 4
PVF Coupon Tear Pads (100)
PVF Pharmacy Sell Sheets - 50
PVF Physician Sell Sheets - 50
Poly-Vi-Flor Drops 0.25mg w/ l
Poly-Vi-Flor Drops 0.25mg w/ l
Poly-Vi-Flor 0.5mg - 30ct
Chewable Multivitamin 1.0mg FI
Chewable Multivitamin 0.5mg FI

Redacted