

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JSJ Pharmaceuticals, Inc.		04/30/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	JSJ Pharmaceuticals, LLC		
Street Address:	3655 Route 202		
City:	Doylestown		
State/Country:	PENNSYLVANIA		
Postal Code:	18901		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3572958	UMECTA PD	
CORRESPONDENCE DATA			
Fax Number:	2027067920		
<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:	202.706.7910		
Email:	patentadmin@fh-k.com		
Correspondent Name:	Fanelli Haag & Kilger PLLC		
Address Line 1:	1300 I Street, N.W., Suite 850 West		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	TM REG NO. 3572958		
NAME OF SUBMITTER:	Jeffrey K. Mills		
SIGNATURE:	/Jeffrey K. Mills, Reg. No. 56,413/		
DATE SIGNED:	02/03/2015		
Total Attachments: 12			
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ASSET CONTRIBUTION AGREEMENT

By and Between

JSJ PHARMACEUTICALS, INC.

And

JSJ PHARMACEUTICALS, L.L.C.

Dated April 30, 2005

ASSET CONTRIBUTION AGREEMENT

This Asset Contribution Agreement is executed this 30th day of April, 2005, by and among JSJ PHARMACEUTICALS, INC., a Pennsylvania corporation ("Parent"), and JSJ PHARMACEUTICALS, LLC, a Delaware limited liability company (the "LLC").

RECITALS

- A. Parent is engaged in the business of bringing to market branded dermatological products through the use of patented technology and unique delivery systems.
- B. Parent believes it can provide its services effectively and obtain significant benefits by organizing the business as a limited liability company.
- C. Parent and the LLC are entering into this Agreement in order to effect the contribution of specific operating assets and specified liabilities of Parent to the LLC as of the date hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

I. TRANSFER OF ASSETS

I.1 ASSETS TO BE TRANSFERRED

Parent hereby assigns, transfers, conveys and delivers to the LLC and the LLC hereby acquires from Parent, all of Parent's right, title and interest in and to all of the assets owned or held by Parent on the Closing Date, other than the Excluded Assets (as defined below) (the "Transferred Assets"), including but not limited to the following:

(a) Real Property Lease. All of the rights and incidents of interest as of the Closing Date of Parent in and to the lease of real property attached hereto as Exhibit 1.1(a) (the "Real Property Lease"). The leased real property identified in the Real Property Lease, including Parent's interest in all appurtenant easements thereunto belonging and all buildings, structures, fixtures and leasehold improvements located thereon, shall be referred to herein as the "Leased Real Property".

(b) Personal Property Leases. All of the rights and incidents of interest as of the Closing Date of Parent in and to all of the leases of personal property used in the Business (the "Personal Property Leases"). The leased personal property identified in Exhibit 1.1(b), or any replacements thereof, shall be referred to herein as the "Leased Personal Property".

(c) Owned Tangible Personal Property. All machinery, equipment, tools, vehicles, office furniture and fixtures, office equipment, computer data processing equipment, office materials and supplies, advertising and sales materials (together with all spare and maintenance parts) and other tangible personal property set forth on Exhibit 1.1(c) hereto (the "Tangible Personal Property").

(d) Contractual Rights. All rights and incidents of interest of Parent as of the Closing Date in and to all executory contracts, agreements, instruments, arrangements and understandings (written or oral) to which Parent is a party entered into or made in connection with the Business which (i) are listed on Exhibit 1.1(d) hereto, or (ii) are purchase orders or other trade contracts entered into by Parent in the ordinary course of the Business under customary terms and conditions and in effect on the date hereof (the "Contracts").

(e) Intellectual Property: Intangible Rights.

(i) All rights to and in all trademarks, service marks, logos, designs (including trade style or dress), phrases and other identifications, trademark registrations, service mark registrations, trade names, brand names and applications for registration of trademarks and service marks owned or used by Parent as of the date hereof that are related to the Business, and listed on Exhibit 1.1(e) hereto (the "Names") and those registrations, applications and material common law marks listed on Exhibit 1.1(e) hereto, and the goodwill of the Business symbolized thereby (collectively, "Trademarks").

(ii) All patents, patent applications, technical documentation, inventions, trade secrets, designs, plans, formulas, software, know-how agreements and other know-how (collectively, "Know-How" or "Trade Secrets") that are owned by the Parent and related to the Business as of the date hereof.

(iii) All marketing, sales literature, catalogues, customer lists, trade lists, advertising and promotional materials and other marketing and service

information, that are, as of the date hereof, owned or used by the Parent and related to the Business.

(iv) All licenses granted by or to Parent and any other agreements to which Parent is a party which create rights in or to, or relate to the use of, any of the items identified in paragraphs (i)-(ii) above and are in effect as of the date hereof and which are described on Exhibit 1.1(e) hereto (collectively, "Licenses").

(f) Government Licenses, Permits and Approvals. Subject to Section 1.3, all rights to and interests in those governmental authorizations in effect as of the date hereof and issued to Parent or any of its affiliates with respect to the Business by any governmental body identified in Exhibit 1.1(f) which shall be referred to herein as the "Transferred Governmental Authorizations".

(g) Books and Records. All books and records, files, papers, promotional materials, catalogues, advertising literature, tapes, disks, reports, plans, forecasts and analyses, whether handwritten, typed, printed or electronically stored (collectively, "Books and Records"), of Parent prepared in connection with the Business, including, but not limited to, books and records relating to the purchase of Tangible Personal Property, accounting records, sales and production forecasts, financial statements, market research, summary plan descriptions, filings and other documents relating to the Employee Benefit Plans (as hereinafter defined), capital and operating budgets and business correspondence.

(h) Prepaid Expenses and Advances. Those prepaid expenses, prepaid deposits, and prepaid advances described on Exhibit 1.1(h) hereto.

(i) Employee Benefit Plans. All of Parent's rights and incidents of interest in the 401(k) plan (the "401(k) Plan"), the flexible spending account plan, and the Parent insurance plans which are listed on Exhibit 1.1(i) (the "Employee Benefit Plans"), including Parent's contractual rights under the Employee Benefit Plan documents and agreements.

(j) Liquid Assets. All rights to and interests in cash, bank accounts ("Bank Accounts"), deposits, escrow funds or investments of Parent as of the date hereof. A list of all of Parent's Bank Accounts is set forth on Exhibit 1.1(j).

(k) Accounts Receivable. All rights to and interests in accounts receivable or notes receivable of Parent as of the date hereof (the "Accounts Receivable").

1.2 EXCLUDED ASSETS

Notwithstanding anything to the contrary contained in this Agreement, the Transferred Assets shall not include any of the assets, properties, rights and businesses not specifically described in Section 1.1 above (all such assets, properties, rights and businesses, the "Excluded Assets").

1.3 NONASSIGNABLE PERMITS, LICENSES, LEASES AND CONTRACTS

(a) Non-assignability. To the extent that any Contract, the Real Property Lease, any Personal Property Lease, or any Employee Benefit Plan or any license, permit or approval included in the Transferred Assets is not capable of being assigned, transferred, subleased or sublicensed without the consent or waiver of the issuer thereof or the other party thereto or any third party (including a governmental body), or if such assignment or transfer or sublease would constitute a breach thereof or a violation of any legal requirement, this Agreement (including the Exhibits hereto) shall not constitute an assignment, transfer, sublease or sublicense thereof or an attempted assignment, transfer, sublease or sublicense thereof, unless and until such consent or waiver of such issuer or other party or parties has been duly obtained or such assignment, transfer, sublease or sublicense has otherwise become lawful.

(b) The Parent to Use Commercially Reasonable Efforts. Parent shall use commercially reasonable efforts to obtain before the Closing and, if not then obtained or resolved, as soon as practicable after the Closing, the consents and waivers and to resolve the impracticalities of assignment referred to in Section 1.3(a) with respect to any Contract, the Real Property Lease, any Personal Property Lease, or any Employee Benefit Plan, license, permit or approval. The consents so required are set forth in Exhibit 1.3(b) hereof.

(c) If Waivers or Consents Cannot be Obtained. To the extent that the consents and waivers referred to in Section 1.3(a) are not obtained by Parent, or until the impracticalities of transfer referred to therein are resolved, (i) Parent shall use commercially reasonable efforts to (x) provide or cause to be provided to the LLC the benefits of any permit or approval and of any lease, contract, license or other agreement referred to in Section 1.3(a), (y) cooperate in any arrangement, reasonable and lawful as to both Parent and the LLC, designed to provide such benefits to the LLC, and (z) enforce for the account and at the expense of the LLC any rights of the Parent arising from the licenses, permits and approvals, leases, contracts and other agreements referred to in Section 1.3(a) against such issuer or the other party or parties referred to therein, including the right to elect to terminate in accordance with the terms thereof on the advice of the LLC, and (ii) the LLC shall use commercially reasonable efforts to perform the obligations of Parent arising under such licenses, permits and approvals, leases, contracts and other agreements, to the extent that, by reason of the transactions consummated pursuant to this Agreement, the LLC has control over the resources necessary to perform such obligations and will receive the benefits from performance thereof.

1.4 ASSUMED LIABILITIES

Subject to Section 1.3, as of the date hereof, the LLC shall assume and agree to pay, discharge and perform when lawfully due, and shall agree to indemnify and save Parent harmless from and against (a) the liabilities and obligations of Parent under the Contracts, the Real Property Lease, the Personal Property Leases, and the Employee Benefit Plans which are assigned to the LLC and which accrue after the date hereof; provided, however, that in no event shall the LLC have any liability or obligations with respect to breaches or defaults by Parent under the Contracts, the Real Property Lease, or the Personal Property Leases, or breaches of fiduciary duty or other actions of Parent with respect to the Employee Benefit Plans; (b) all liabilities listed on the unaudited balance sheet of Parent as of April 30, 2005, attached hereto as Exhibit 1.4 (the "Balance Sheet"); (c) the accounts payable and accrued expenses listed on the Balance Sheet, as they may be increased or decreased in the ordinary course of business between December 31, 2004, and the date hereof; (d) the obligations of Parent with respect to equipment financing ("Equipment Financing Obligations") included on the Balance Sheet of December 31, 2004, as they may be increased or decreased in the ordinary course of business between December 31, 2004, and the date hereof; and (e) the obligations of Parent under the Loan Documents (collectively, the "Assumed Liabilities").

Except as provided in the foregoing, the LLC shall not assume any obligation or liability of the Parent or otherwise arising in connection with the ownership or operation of the Transferred Assets prior to the date hereof, of any type or nature (including, without limitation, liabilities for taxes incurred or attributable to periods prior to the date hereof).

2. EXCHANGE CONSIDERATIONS

In consideration for the Transferred Assets, the LLC hereby transfers, issues and conveys to Parent a 100% equity interest in the LLC represented by 100 capital units of the LLC. Such equity interests shall be evidenced by the issuance of certificates evidencing such units.

3. PRORATIONS AND ADJUSTMENTS

Except as otherwise provided herein, the operation of the business of Parent and the income and normal operating expenses through the close of business on the date hereof shall be for the account of Parent and thereafter for the account of the LLC. Expenses for goods or services received both before and after the date hereof, utilities charges, prepaid income, prepaid rent and similar prepaid and deferred items shall be prorated between Parent and the LLC as of the date hereof (the "Closing Date Adjustments"). Utility charges with respect to the Business shall be pro-rated on the basis of the actual number of days represented by any such charge before or after the date hereof. Prepaid expenses (including prepaid rent under the Real Property Lease or the Personal Property Leases) for any performance obligations or services expressly assumed by LLC under this Agreement shall be pro-rated and apportioned upon the basis of the fiscal period for which prepaid based upon the actual number of days in any such period before or after the date hereof. Prepaid income received by Parent for any Transferred Assets transferred to the LLC or received by Parent under Contracts in consideration for performance of such Contracts after the date hereof shall be paid to the LLC by Parent. Any security or similar deposits made by Parent with utility companies and others with respect to the Business to the extent that the LLC continues such services after the date hereof shall be paid to Parent by the LLC.

A final accounting of prorated items shall be made jointly by the LLC and Parent, and the sum due from one party to the other pursuant to this Section 3 shall be paid in cash, within sixty (60) days of the date hereof.

4. CLOSING AND RELATED MATTERS

4.1 THE PARENT'S CLOSING OBLIGATIONS

Simultaneously with the execution and delivery of this Agreement, Parent has delivered to the LLC:

(a) Subject to Section 1.3, valid assignments of all of Parent's right, title and interest in all of the Transferred Assets (i.e., the Contracts, the Real Estate Lease, the Personal Property Leases, the Employee Benefit Plans, the Transferred Governmental Authorizations, and the Loan Documents), in each case free and clear of any liens, pledges, collateral assignments, security interests, covenants, restrictions and encumbrances or other defects of title, except the lien for current personal property taxes not yet due and payable, the Equipment Financing Obligations, and liens arising under the Loan Documents (the "Encumbrances"); and

(b) A bill of sale transferring to the LLC all of Parent's right, title and interest in all of the Tangible Personal Property, the Books and Records, the Liquid Assets, the Accounts Receivable, and the assets described in Sections 1.1(e) and 1.1(h) hereof, and all other bills of sale, documents or instruments of sale, assignment, transfer or conveyance, as the LLC shall reasonably deem necessary or appropriate to vest in the LLC good, valid and marketable title to all of the Transferred Assets (including, with respect to all registered and applied for trademarks

and copyrights, assignments in reasonable form for each country in which such registrations and applications are issued or are pending), in each case free and clear of any Encumbrances.

In the event at any time subsequent to the date hereof any party to this Agreement becomes aware that an asset, property, right or interest pertaining to or used in the conduct of the Business (other than an Excluded Asset) shall not have been transferred, conveyed or delivered to the LLC, or otherwise should have been included in the Transferred Assets, Parent shall, subject to Section 1.3, promptly transfer, convey or deliver such asset, property, right or interest to the LLC without any additional consideration being paid therefor.

4.2 LLC CLOSING OBLIGATIONS

Simultaneously with the execution and delivery of this Agreement, the LLC has delivered to Parent:

(a) An assumption agreement and other instruments and documents as are required to make, confirm and evidence the LLC's assumption of and obligation to pay, perform, or discharge Parent's obligations under the Assumed Liabilities; and

(b) Certificates evidencing the ownership interests in the LLC of Parent.

4.3 EMPLOYEES

The LLC hereby covenants and agrees promptly after the Closing to offer to all current employees of Parent employment with the LLC at their then current base levels of salaries and wages, and with such employee benefits as are made available to those employees under the Employee Benefit Plans being assumed by the LLC, subject to the right of the LLC Board of Directors to make such modifications to such programs in the future as it may deem appropriate. The LLC shall honor all unused sick leave, holidays and vacation days which shall have accrued up to Closing to any such employee during his or her employment with Parent. After the date hereof, at LLC's request, Parent covenants and agrees to use commercially reasonable efforts to assist the LLC in obtaining assignments to the LLC of Parent's unemployment insurance ratings and workmen's compensation experience ratings applicable to its employees. Nothing in this Agreement shall be deemed to require the LLC to employ any such person for any period of time after the Closing Date or to confer upon Parent's employees, former employees or job applicants any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement, including, without limitation, any rights of employment. Attached hereto as Exhibit 4.4 is a list of all current employees of Parent, together with their respective base levels of salaries and wages, unused sick leave, holidays and vacation days.

5. GENERAL PROVISIONS

5.1 EXPENSES

Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated herein, including all fees and expenses of agents, representatives, counsel, and accountants.

5.2 NOTICES

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

LLC or Parent: 3655 Route 202
 Doylestown, PA 18901
 Attention: President

Copy to: Raymond Thek, Esq.
 Lowenstein Sandler P.C.
 65 Livingston Avenue
 Roseland, New Jersey
 FAX: (973) 597 2574

5.3 FURTHER ASSURANCES

The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

5.4 INVESTMENT REPRESENTATION

Parent represents and warrants that, in connection with the formation of the LLC, it is acquiring capital units in the LLC for its own account for investment purposes and not with a view to or for resale in connection with any distribution thereof. Parent understands that the capital units of the LLC will not be registered under the Securities Act of 1933, as amended, and may not be transferred unless registered under that Act or eligible for an exemption from such registration requirements and only to the extent permitted by any Operating Agreement of the LLC.

5.5 WAIVER

Any term or provision of this Agreement may be waived at any time by the party entitled to the benefits thereof and may be amended or supplemented at any time; provided, however, that all waivers, amendments and supplements must be in writing and, in the case of any amendment or supplement, signed by all of the parties.

5.6 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

5.7 ASSIGNMENTS, SUCCESSORS, AND NO THIRD-PARTY RIGHTS

Neither party may assign any of its rights under this Agreement without the prior consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

5.8 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5.9 SECTION HEADINGS, CONSTRUCTION

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

5.10 GOVERNING LAW

This Agreement will be governed by the laws of the State of Delaware without regard to conflicts of laws principles.

5.11 COUNTERPARTS

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

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

LLC:

JSJ PHARMACEUTICALS, L.L.C.

By: _____

Name: Scott Navitsky

Title: Vice President

PARENT:

JSJ PHARMACEUTICALS, INC.

By: _____

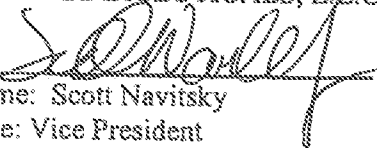
Name: Joe Pecora

Title: President

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

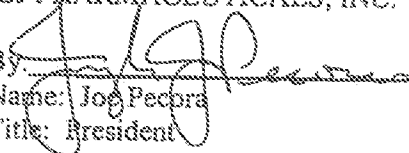
LLC:

JSJ PHARMACEUTICALS, L.L.C.

By: 
Name: Scott Navitsky
Title: Vice President

PARENT:

JSJ PHARMACEUTICALS, INC.

By: 
Name: Joe Pecora
Title: President