

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northeast Pharmaceuticals, Inc.		05/29/2015	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Genoa, a QoL Healthcare Company, LLC		
Street Address:	18300 Cascade Avenue South		
Internal Address:	Suite 251		
City:	Tukwila		
State/Country:	WASHINGTON		
Postal Code:	98188		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86556239	NEP INC NORTHEAST PHARMACEUTICALS, INC.	
CORRESPONDENCE DATA			
Fax Number:	8008589170		
<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:	2159814000		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	141712.00010		
NAME OF SUBMITTER:	Samantha Rizzo		
SIGNATURE:	/Samantha Rizzo/		
DATE SIGNED:	06/11/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*IP Assignment*”), dated May 29, 2015, is entered into by and between Northeast Pharmaceuticals, Inc., an Alabama corporation (“*Assignor*”), and Genoa, a QoL Healthcare Company, LLC, a Pennsylvania limited liability company (“*Assignee*”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “*Purchase Agreement*”), dated May 29, 2015, by and among Assignor, Daniel Mims, Don Mims and Assignee, Assignor has agreed to sell, convey, transfer, and irrevocably assign and deliver to Assignee or one or more affiliates of Assignee its entire right, title and interest in, to and under all of the Intellectual Property owned by Assignor and related to the Business, as well as the Intellectual Property rights licensed by Assignor and related to the Business, including, without limitation, the Intellectual Property set forth on Schedule 1 attached hereto (collectively, the “*Acquired Intellectual Property*”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignor hereby sells, conveys, transfers, and irrevocably assigns and delivers to Assignee, free and clear of all Liens (except for Permitted Liens), all of Assignor’s right, title and interest in, to and under the Acquired Intellectual Property, including, but not limited to all United States, foreign and international industrial and intellectual property and other proprietary rights, including patents, patent applications, rights to file for patent applications, trademarks, logos, service marks, trade names and service names (in each case whether or not registered) and applications for and the right to file applications for registration thereof, Internet domain names or applications for Internet domain names, Internet and World Wide Web URLs or addresses and web site content, copyrights (whether or not registered), applications for and the right to file applications for registration thereof, licenses, inventions, trade secrets, trade dress, know-how, confidential information, customer lists, supplier lists, proprietary processes and formulae, publicity and privacy rights and any other intellectual property rights arising under the laws of the United States of America, any state thereof, or any country or province, all documentation and media (in whatever form) constituting, describing or relating to the foregoing, and rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations of any Acquired Intellectual Property, all in Assignee’s sole name.

FURTHER UNDERTAKINGS

2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Acquired Intellectual Property.

GENERAL

3. Entire Agreement. This IP Assignment and the Purchase Agreement contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein.

4. Assignment. This IP Assignment may be assigned by Assignee in accordance with the provisions of the Purchase Agreement, including Section 9.7 thereof.

5. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

6. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

7. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of Alabama applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Alabama.

8. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

9. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and any rules of construction set forth in the Purchase Agreement shall apply to this IP Assignment.

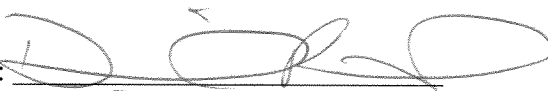
10. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in two (2) counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

(signature pages to follow)

IN WITNESS WHEREOF, each of the parties hereto has hereunto caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

NORTHEAST PHARMACEUTICALS, INC.

By: 

Name: Daniel R. Moss

Title: President


[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005550 FRAME: 0274

IN WITNESS WHEREOF, each of the parties hereto has hereunto caused this IP Assignment to be duly executed on the date first above written.

ASSIGNEE:

GENOA, A QOL HEALTHCARE COMPANY, LLC

By: 

Name: Victor Breed

Title: Chief Financial Officer

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

Trademarks

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Class</u>
US	NEP INC NORTHEAST PHARMACEUTICALS, INC.	86/556239	03/06/2015	Pending.	35

[Schedule 1 to Intellectual Property Assignment Agreement]