# OP \$190.00 86591913

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM391207

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |  |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |

## **CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type           |
|-----------------------|----------|----------------|-----------------------|
| Medtech Products Inc. |          | 07/07/2016     | Corporation: DELAWARE |

### **RECEIVING PARTY DATA**

| Name:           | Moberg Pharma AB          |  |  |
|-----------------|---------------------------|--|--|
| Street Address: | Gustavslundsvägen 42, 5tr |  |  |
| City:           | Bromma                    |  |  |
| State/Country:  | SWEDEN                    |  |  |
| Postal Code:    | SE-16751                  |  |  |
| Entity Type:    | Corporation: SWEDEN       |  |  |

# **PROPERTY NUMBERS Total: 7**

| Property Type        | Number   | Word Mark                 |  |
|----------------------|----------|---------------------------|--|
| Serial Number:       | 86591913 | FIBER CHOICE FLAVOR DROPS |  |
| Registration Number: | 2441387  | FIBER CHOICE              |  |
| Registration Number: | 3394591  | FIBER CHOICE              |  |
| Registration Number: | 3504794  | FIBER CHOICE              |  |
| Registration Number: | 3981686  | NEW-SKIN                  |  |
| Registration Number: | 4144314  | NEW-SKIN                  |  |
| Registration Number: | 1757962  | NEW-SKIN                  |  |

### **CORRESPONDENCE DATA**

**Fax Number:** 9723789115

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.

**Phone:** 972.826.4453

**Email:** fgtdocket@dallasbusinesslaw.com

Correspondent Name: Felicia G. Traub, Esq. Address Line 1: 2500 Dallas Parkway

Address Line 2: Ferguson, Brawell & Fraser, Suite 501

Address Line 4: Plano, TEXAS 75093

| NAME OF SUBMITTER: | Felicia G. Traub, Esq. |
|--------------------|------------------------|
| SIGNATURE:         | /feliciagtraub/        |
| DATE SIGNED:       | 07/12/2016             |

900371083 REEL: 005833 FRAME: 0386

# **Total Attachments: 7**

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### ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is entered into and made effective as of July 7, 2016, by and between Moberg Pharma AB, a Swedish limited liability company ("Assignee"), and Medtech Products Inc., a Delaware corporation ("Assignor"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

- A. Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of June 29, 2016 (as amended, restated, or otherwise modified from time to time, the "<u>Purchase Agreement</u>"). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.
- B. Under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property of Assignor, and has agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.
- C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

- 1. <u>Assignment</u>. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the following (collectively, the "<u>Assigned IP</u>"):
- (a) the patents and patent applications set forth on <u>Schedule 1</u> hereto, the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Assignee's own name (collectively, the "Patents");
- (b) the trademark registrations and applications set forth on <u>Schedule 2</u> hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "<u>Trademarks</u>");
- (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

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- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recording and Further Actions</u>. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof, including the execution of documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.
- 3. <u>Terms of the Purchase Agreement</u>. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 5. <u>Governing Law.</u> This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.
- 6. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 7. <u>Amendment and Modification</u>. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Assignment as of the date first set forth above.

# **ASSIGNOR**:

MEDTECH PRODUCTS INC.

| By:<br>Name:<br>Title:            | Ronald M. Lombardi President |  |  |  |
|-----------------------------------|------------------------------|--|--|--|
| ASSIGNEE: MOBERG PHARMA AB (PUBL) |                              |  |  |  |
| By:<br>Name:<br>Title:            |                              |  |  |  |

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

The Parties are signing this Assignment as of the date first set forth above.

# ASSIGNOR:

MEDTECH PRODUCTS INC.

| Title:        |           |
|---------------|-----------|
| ASSIGNEE:     |           |
| MOBERG PHARMA | AB (PUBL) |

SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

### SCHEDULE 1

### PATENTS AND PATENT APPLICATIONS

- 1. Patent No. 6,455,068; date: 9/24/2002; title: DIETARY FIBER DELIVERY SYSTEM.
- 2. Patent No. 7,387,803; date: 6/17/2008; title: DIETARY FIBER DELIVERY SYSTEM.
- 3. Patent No. 7,452,553; date: 11/18/2008; title: DIETARY FIBER DELIVERY SYSTEM.
- 4. Patent No. 7,521,072; date: 4/21/2009; title: DIETARY FIBER DELIVERY SYSTEM.
- 5. Patent No. 7,648,720; date: 1/19/2010; title: DIETARY FIBER DELIVERY SYSTEM.
- 6. Patent No. 6,982,093; date: 1/3/2006; title: DIETARY FIBER DELIVERY SYSTEM.
- 7. Patent Application No. 62/249,000; filing date: 10/30/2015; title: SOLUBLE FIBER LIQUID BEVERAGE CONCENTRATE AND METHOD FOR DELIVERY OF SOLUBLE FIBER.

SCHEDULE 2
TRADEMARKS AND TRADEMARK APPLICATIONS

| Trademark                             | Country                     | Application Number /<br>Registration Number | Filing Date / Registration Date | Status     |
|---------------------------------------|-----------------------------|---|---------------------------------|------------|
| FIBER CHOICE                          | Argentina                   | 3177468                                     | 13-Jul-2012<br>26-Sep-2012      | Registered |
| FIBER CHOICE                          | Australia                   | 781360<br>781360                            | 17-Dec-1998<br>17-Dec-1998      | Registered |
| FIBER CHOICE                          | Brazil                      | 829321713<br>829321713                      | 24-Aug-2007<br>10-Nov-2009      | Registered |
| FIBER CHOICE                          | Canada                      | 0899424<br>TMA566280                        | 17-Dec-1998<br>22-Aug-2002      | Registered |
| FIBER CHOICE                          | European Union (Community)  | 3270113<br>3270113                          | 16-Jul-2003<br>18-Nov-2004      | Registered |
| FIBER CHOICE                          | Japan                       | H-11017347<br>4384590                       | 25-Feb-1999<br>19-May-2000      | Registered |
| FIBER CHOICE                          | New Zealand                 | 769043<br>769043                            | 24-May-2007<br>24-May-2007      | Registered |
| FIBER CHOICE                          | South Africa                | 200712939<br>200712939                      | 02-Jul-2007<br>02-Jul-2007      | Registered |
| FIBER CHOICE                          | United States of<br>America | 75/573,311<br>2,441,387                     | 19-Oct-1998<br>03-Apr-2001      | Registered |
| FIBER CHOICE<br>(AND COLOR<br>DESIGN) | Brazil                      | 829321721<br>829321721                      | 24-Aug-2007<br>10-Nov-2009      | Registered |
| FIBER CHOICE<br>(AND COLOR<br>DESIGN) | United States of<br>America | 77/226,632<br>3,394,591                     | 11-Jul-2007<br>11-Mar-2008      | Registered |
| FIBER CHOICE<br>(AND DESIGN)          | United States of<br>America | 77/399,926<br>3,504,794                     | 19-Feb-2008<br>23-Sep-2008      | Registered |
| FIBER CHOICE<br>FLAVOR DROPS          | United States of<br>America | 86/591,913                                  | 09-Apr-2015                     | Allowed    |
| FIBRE CHOICE                          | Australia                   | 1179756<br>1179756                          | 04-Jun-2007<br>04-Jun-2007      | Registered |
| FIBRE CHOICE                          | Canada                      | 1,653,624<br>TMA924,566                     | 26-Nov-2013<br>29-Dec-2015      | Registered |
| NEW SKIN                              | Argentina                   | 3,213,941                                   | 10-Dec-2012                     | Pending    |
| NEW SKIN                              | Argentina                   | 3,213,940                                   | 10-Dec-2012                     | Pending    |
| NEW-SKIN                              | Canada                      | 1473311<br>TMA802,727                       | 16-Mar-2010<br>21-Jul-2011      | Registered |
| NEW-SKIN                              | Canada                      | 720,686<br>TMA431096                        | 15-Jan-1993<br>29-Jul-1994      | Registered |

| Trademark  | Country          | Application Number /<br>Registration Number | Filing Date /<br>Registration<br>Date | Status     |
|------------|------------------|---|---------------------------------------|------------|
| NEW-SKIN   | Japan            | 12,201/1998                                 | 18-Feb-1998                           | Registered |
|            |                  | 4,305,747                                   | 13-Aug-1999                           |            |
| NEW-SKIN   | Turkey           | 99771/99                                    | 10-Dec-1999                           | Registered |
|            |                  | 99021505                                    | 10-Dec-1999                           |            |
| NEW-SKIN   | United States of | 85/204,107                                  | 22-Dec-2010                           | Registered |
|            | America          | 3,981,686                                   | 21-Jun-2011                           |            |
| NEW-SKIN   | United States of | 85/377,239                                  | 21-Jul-2011                           | Registered |
|            | America          | 4,144,314                                   | 15-May-2012                           |            |
| NEW-SKIN   | United States of | 74/295,027                                  | 17-Jul-1992                           | Registered |
|            | America          | 1,757,962                                   | 16-Mar-1993                           | _          |
| NEW-SKIN & | Venezuela        | 12606                                       | 10-Dec-1982                           | Registered |
| DESIGN     |                  | 106,862-F                                   | 20-Feb-1984                           |            |

**RECORDED: 07/12/2016**