TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM462984

Stylesheet Version v1.2

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.		12/30/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Moberg Pharma AB (publ)
Street Address:	Gustavslundsvägen 42, 5tr
City:	Bromma,
State/Country:	SWEDEN
Postal Code:	16751
Entity Type:	Aktiebolag: SWEDEN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2341078	DERMOPLAST
Registration Number:	0698867	DERMOPLAST

CORRESPONDENCE DATA

Fax Number:

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.

18442854263 ext 724 Phone:

Email: tmdocket@culhanemeadows.com

Correspondent Name: Felicia G. Traub, Esq.

Address Line 1: 100 Crescent Court, Suite 700 Address Line 2: Culhane Meadows. PLLC Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: **DERMOPLAST**

DOMESTIC REPRESENTATIVE

Name: Felicia G Traub, Esq., Culhane Meadows

Address Line 1: 100 Crescent Court, Suite 700

Address Line 2: Culhane Meadows, PLLC Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Felicia G. Traub, Esq.

> **TRADEMARK** REEL: 006277 FRAME: 0359

900440251

SIGNATURE:	/feliciagtraub/
DATE SIGNED:	02/22/2018

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "<u>Assignment</u>"), is entered into and made effective as of December 30, 2016, by and between Moberg Pharma AB (publ), a Swedish limited liability company ("<u>Assignee</u>"), and Medtech Products Inc., a Delaware corporation ("<u>Assignor</u>"). Assignee and Assignor are sometimes referred to herein individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

- A. Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of December 7, 2016 (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"). 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 Assignor and Assignee have 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 trademark registrations and applications set forth on <u>Schedule 1</u> hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the "Trademarks");
- (b) 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);
- (c) 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
- (d) 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,

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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. Recording and Further Actions. Assignor authorizes 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 as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP 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]

- 2 -

ASSIGNEE:

ASSIGNEE:

MEDTECH PRODUCTS INC.

By: Covell Monday

Name: Frank N. Longarde

Title: ASSIGNEE:

By:

MOBERG PHARMA AB (PUBL)

Name:

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

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK REEL: 006277 FRAME: 0363 The Parties are signing this Assignment as of the date first set forth above.

***************************************	NOK:
MEDT	ECH PRODUCTS INC.
By:	
Name:	
Title:	
ASSIG	<u>NEE</u> :
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[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

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SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
DERMOPLAST	Canada	Registered	0,232,921	20-Oct-1955	TMA125,444	16-Feb-1962	Medtech Products Inc.
DERMOPLAST	United States of America	Registered	75/703,128	11-May-1999	2,341,078	11-Apr-2000	Medtech Products Inc.
DERMOPLAST	United States of America	Registered	72/070,206	25-Mar-1956	0,698,867	07-Jun-1960	Medtech Products Inc.

TRADEMARK REEL: 006277 FRAME: 0365

RECORDED: 02/22/2018