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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM467388

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kirchner Brands Inc.	FORMERLY Premier Filling Company, Inc.	03/05/2018	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Wisconsin Pharmacal Company, LLC	
Street Address:	One Pharmacal Way	
City:	Jackson	
State/Country:	WISCONSIN	
Postal Code:	53037	
Entity Type:	Limited Liability Company: WISCONSIN	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87004240	EPISPRAY
Serial Number:	86789223	NATURALLY SIMPLE

CORRESPONDENCE DATA

Fax Number: 9374436637

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: 937-443-6600

Email: ipdocket@thompsonhine.com

Correspondent Name: Roger H. Bora

Address Line 1: 10050 Innovation Drive, Suite 400

Address Line 4: Dayton, OHIO 45342-4934

NAME OF SUBMITTER:	Roger H. Bora
SIGNATURE:	/Roger H. Bora/
DATE SIGNED:	03/27/2018

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Agreement</u>") is made and entered into as of the 5th day of March 2018 by and between KIRCHNER BRANDS INC., an Illinois corporation formerly known as Premier Filling Company Inc. ("<u>Seller</u>"), and WISCONSIN PHARMACAL COMPANY LLC, a Wisconsin limited liability company ("<u>Buyer</u>").

RECITALS

- A. Pursuant to an Asset Purchase Agreement dated as of March 5, 2018 (the "Purchase Agreement"), by and among Buyer, Seller and the sole shareholder of Seller, Buyer has agreed to purchase certain assets of Seller, including the rights, title and interest in the Assigned Trademarks (as defined in Section 1 below).
 - B. Seller is the registered owner of the Assigned Trademarks.
- C. Seller desires by execution of this Agreement to confirm the assignment of all Seller's rights, title and interest in and to the Assigned Trademarks to Buyer, and Buyer desires by execution of this Agreement to confirm the assignment of all of Seller's rights, title, and interest in the Assigned Trademarks to Buyer.

AGREEMENTS

For good and valuable consideration, including that recited in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns the Assigned Trademarks as follows:

- 1. <u>Definition of the Assigned Trademarks</u>. The term "<u>Assigned Trademarks</u>" shall mean the trademarks listed on <u>Exhibit A</u> attached hereto and made a part hereof, as well as: (a) all common law rights therein, (b) all goodwill associated therewith, (c) all registrations and renewals thereof and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.
- 2. <u>Assignment of the Assigned Trademarks</u>. Seller hereby sells, assigns and transfers to Buyer, its successors and assigns all of Seller's right and title to and interest in the Assigned Trademarks.
- 3. <u>Further Assurances</u>. Seller further agrees to take all reasonable and necessary steps to implement the provisions of this Agreement. Seller shall provide Buyer, its successors, and assigns, or their legal representatives, cooperation and assistance at Buyer's reasonable request and at Buyer's expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Agreement.

- 4. <u>Conflict</u>. The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein.
- 5. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- 6. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, regardless of such state's conflict of laws principles, and the federal laws of the United States.
- 7. <u>Counterparts</u>. This Agreement may be executed by facsimile or other electronic means (*e.g.*, .pdf format) and in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Remainder of the page intentionally left blank. Signature page to follow.]

38950348v3

KIRCHNER BRANDS INC. (F/K/A PREMIER FILLING COMPANY, INC.) BY Don Kirchner, President
WISCONSIN PHARMACAL COMPANY, LLC

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the parties as of the date first written above.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the parties as of the date first written above.

KIRCHNER BRANDS INC. (F/K/A PREMIER FILLING COMPANY, INC.)
BY
WISCONSIN PHARMACAL COMPANY, LLC
Sala 1

John A. Wundrock, CEO and President

EXHIBIT A

Assigned Trademarks

Mark	Country	Serial Number	Filing Date	Goods and Services
EPISPRAY	US	87004240	April 18, 2016	IC 005. US 006 018 044 046 051 052. G & S: Anti-itch Spray; Antibacterial Wound Spray; Antifungal Spray; Antiseptic Wound Spray; Burn Relief Spray
NATURALLY SIMPLE	US	86789223	October 15, 2015	IC 005. US 006 018 044 046 051 052. G & S: Decongestant nasal sprays; Dry ingredients for making a saline solution for sinus and nasal irrigation; Medicated throat sprays; Medicinal preparations for the mouth and as sprays; Nasal rinse; Nasal spray preparations; Nose drops

RECORDED: 03/28/2018