

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Santus, LLC		08/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DermaLan LLC		
Street Address:	7777 West Side Ave.		
City:	North Bergen		
State/Country:	NEW JERSEY		
Postal Code:	07047		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4684338	CALDAZINC	
Registration Number:	1851281	LANTISEPTIC	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	kendra.waterman@akerman.com		
Correspondent Name:	Mark D. Passler, Akerman LLP		
Address Line 1:	777 S. Flagler Drive		
Address Line 2:	Suite 1100, West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	336906		
NAME OF SUBMITTER:	Mark D. Passler		
SIGNATURE:	/Mark D. Passler/		
DATE SIGNED:	08/17/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of August 8, 2018 ("Effective Date"), by and between Santus, LLC, a Delaware limited liability company ("Assignor") and DermaLan LLC, a New Jersey limited liability company ("Assignee" and together with Assignor, collectively, the "Parties" and each, individually a "Party").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated of even date herewith (the "Agreement") pursuant to which Assignee purchased certain assets of Assignor; and

B. Assignor is the owner of all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, "Assigned Trademarks");

C. Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to purchase and acquire from Assignor, all of Assignor's entire right, title and interest in, to and under the Assigned Trademarks; and

D. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.

4. Agreement Governs. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations and indemnifications of the Assignor and Assignee set forth in the Agreement. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern.

5. Entire Agreement. In conjunction with terms set forth in the Agreement, this Assignment, together with Schedule 1, constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

6. Governing Law. This Assignment (and any claim or controversy arising out of this Assignment) shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

7. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties' successors and assigns.

8. Severability. If any provision of this Assignment or its application to any person or circumstance shall be declared invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Assignment or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the maximum extent permitted by law.

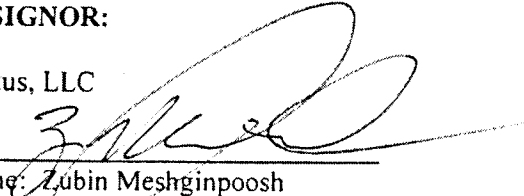
9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

Santus, LLC

By: 
Name: Zubin Meshginpoosh
Title: President/Chief Executive Officer

ASSIGNEE:

DermaLan LLC

By: _____
Name: Naftali Minzer
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
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IN WITNESS WHEREOF, the Parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

Santus, LLC

By: _____
Name: Zubin Meshginpoosh
Title: President/Chief Executive Officer

ASSIGNEE:

DermaLan LLC

By: *Naftali Minzer*
Name: Naftali Minzer
Title: Chief Executive Officer

Schedule 1**Assigned Trademarks**

Registrations and Applications

Mark	Country	Registration No.	Registration Date
CALDAZINC	United States	4,684,338	2/10/2015
LANTISEPTIC	United States	1,851,281	8/30/1994