

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Osmolis Therapeutics, LLC		01/06/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Tersus Life Sciences, LLC		
Street Address:	8000 Health Center Blvd.		
Internal Address:	STE 100		
City:	Bonita Springs		
State/Country:	FLORIDA		
Postal Code:	34135		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5401888	TEARHEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2166212234		
Email:	ritakline@tarolli.com		
Correspondent Name:	Rita E. Kline		
Address Line 1:	1300 East 9th Street		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Sheila Pacsi		
SIGNATURE:	/Sheila Pacsi/		
DATE SIGNED:	01/13/2020		
Total Attachments: 1			
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OP \$40.00 5401888

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, effective as of January 6, 2020 ("Effective Date"), is made between Osmolis Therapeutics, LLC, a limited liability company organized under the laws of Florida ("Assignor"), and Tersus Life Sciences, LLC, a limited liability company organized under the laws of Delaware ("Assignee");

WHEREAS, Assignor owns all right, title and interest in U.S. Trademark Registration No. 5,401,888 for the mark TEARHEALTH for use in connection with "dietary and nutritional supplements; nutraceuticals for use as a dietary supplement" (hereinafter "Trademark"); and

WHEREAS, there is an existing and ongoing business related to the Trademark; and

WHEREAS, Assignor desires to sell and transfer to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Trademark, and the underlying goodwill associated with the Trademark;

NOW, THEREFORE, in consideration of the payment of ten dollars (\$10.00) from Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

Assignor does hereby convey, transfer and assign to Assignee, as of the Effective Date, all Assignor's right, title, and interest in and to the Trademark, together with any and all goodwill of the business associated with the use of, and symbolized by, the Trademark, all common law rights associated with the Trademark, and all applications and registrations of the Trademark, as well as any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on and/or after the Effective Date hereof, including all rights to and claims for damages, and profits, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns, or other legal representatives, the same to be held and enjoyed by said Assignee and its successors, legal representatives and assigns, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

This Assignment is to be governed and construed in accordance with the laws of the State of Florida, without regard to any applicable principles of conflicts of laws.

IN WITNESS WHEREOF, this TRADEMARK ASSIGNMENT is made as of the Effective Date.

ASSIGNOR

Osmolis Therapeutics, LLC

By: 

Name: Timothy J. Gaudin

Title: VP of Sales

Osmolis LLC