

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Windtree Therapeutics, Inc.		11/25/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morning Light IP, LLC		
Street Address:	201 King of Prussia Road		
Internal Address:	Suite 501		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3522454	DISCOVERYLABS	
Registration Number:	4548250	DISCOVERYLABS INSPIRED INNOVATION	
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:	2022942287		
Email:	jgerben@gerbenlawfirm.com		
Correspondent Name:	Joshua M. Gerben, Esq.		
Address Line 1:	1050 Connecticut Ave. NW		
Address Line 2:	Suite 500		
Address Line 4:	Washington, D.C. 20036		
NAME OF SUBMITTER:	Joshua Gerben, Esq.		
SIGNATURE:	/Joshua Gerben/		
DATE SIGNED:	12/04/2020		
Total Attachments: 2			
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OP \$65.00 3522454

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made by and between Windtree Therapeutics, Inc., a Delaware corporation with a business address of 2600 Kelly Road, Suite 100, Warrington, PA 18976 ("Assignor"), and, MORNING LIGHT IP, LLC, a Delaware limited liability company with a business address of 201 King of Prussia Road, Suite 501, Radnor, PA 19087 ("Assignee"), and becomes effective on the Effective Date of that certain Trademark Purchase Agreement executed by the Assignor on 11/25/2020 (the Trademark Purchase Agreement).

RECITALS

WHEREAS, Assignor is the owner of the following trademark registrations:

DISCOVERYLABS (United States Patent and Trademark Office, Reg. No. 3522454)
DISCOVERYLABS INSPIRED INNOVATION and Design (United States Patent and Trademark Office, Reg. No. 4548250)
DISCOVERYLABS INSPIRED INNOVATION and Design (European Union Intellectual Property Office, Reg. No. 011117173)
DISCOVERYLABS INSPIRED INNOVATION and Design (Madrid Protocol, Int. Reg. No. 1163566)

(referred together hereafter as the "Registrations"); and

WHEREAS, the Assignor's intention is to assign and transfer to Assignee all of its rights, titles, goodwill and interest in the DISCOVERYLABS mark, the DISCOVERYLABS INSPIRED INNOVATION and Design mark and the associated Registrations (collectively referred to hereafter as the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, in consideration of the foregoing recitals and mutual promises contained herein, Assignor and Assignee hereby agree as follows:

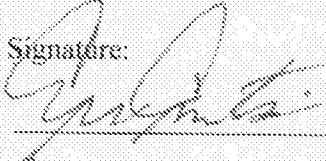
1. Assignment. Assignor does hereby assign and transfer to Assignee: (1) all the property, right, title and interest in and to the Trademarks including all common law rights connected therein together with the registrations therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.
2. Acceptance. Assignee hereby accepts the foregoing assignment.
3. Consideration. The consideration to be paid by Assignee for the assignment of the Trademarks shall be the amount agreed upon in the Trademark Purchase Agreement.

Assignor and Assignee have executed this Agreement as of the date(s) indicated below.

Assignor:

Windtree Therapeutics, Inc.

Signature:



Printed Name:

Eric Curtis

Title:

Chief Operating Officer

Date:

11/24/2020

Assignee:

MORNING LIGHT IP, LLC

Signature:



Printed Name:

Audrey Greenberg

Title:

Signatory

Date:

11/25/2020

TRADEMARK

REEL: 007123 FRAME: 0282

RECORDED: 12/04/2020

11/25/2020 Audrey Greenberg