

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718190

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900670316		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLARK PHARMACEUTICALS LLC		12/06/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	FERNDALE PHARMA GROUP, INC.		
Street Address:	780 W. EIGHT MILE RD.		
City:	FERNDALE		
State/Country:	MICHIGAN		
Postal Code:	48220		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4251097	DERMEND	
Registration Number:	4398957	DERMEND	
Registration Number:	5011957	DERMEND MOISTURIZING BRUISE FORMULA	
Registration Number:	5341948	DERMEND MATURE SKIN SOLUTIONS	
Registration Number:	5356914	FRAGILE SKIN MOISTURIZING FORMULA	
CORRESPONDENCE DATA			
Fax Number:	2485940610		
<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:	2485940641		
Email:	tmdocketing@fishstewip.com, crussell@fishstewip.com, jgreenberg@fishstewip.com		
Correspondent Name:	FISHMAN STEWART PLLC		
Address Line 1:	800 Tower Road, Ste. 610		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	67724-0999		
NAME OF SUBMITTER:	Chelsea A. Russell		
SIGNATURE:	/chelsearussell/		

DATE SIGNED:	03/31/2022
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Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "**Assignment**"), dated December 15, 2021, (the "**Effective Date**"), is made by Clark Pharmaceuticals LLC, a Texas limited liability company (formerly operating as, and the successor to, Clark Pharmaceuticals, Inc., a Texas corporation and herein "**Assignor**") to Ferndale Pharma Group, Inc., a Michigan corporation ("**Assignee**")

WHEREAS, Assignor is the owner of the trademarks and all registrations and applications therefor pending or subsisting and as specified in **Schedule A-1** attached (collectively the "**Trademarks**");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated the date hereof (the "**Purchase Agreement**"), pursuant to which Assignor has sold and assigned to Assignee certain of Assignor's assets, including, without limitation, the Trademarks; and

WHEREAS, Assignor and Assignee are desirous of confirming the assignment of the Trademarks for purposes of filing with the United States Patent and Trademark Office and other appropriate governmental offices. WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

Assignment and Transfer. Assignor has sold, assigned, transferred, set over and delivered, and by these presents does hereby assign, transfer, set over and deliver, to Assignee all Assignor's rights, title and interests in and to the Trademarks together with (i) the registrations of the Trademarks and all renewals and extensions of the foregoing, and (ii) the goodwill of the business symbolized by and associated with the Trademarks and such registrations. This assignment includes an assignment of all rights to (a) sue and recover damages for (and all profits and interests associated with) past and future infringement or dilution of Assignor's rights in the Trademarks, the registrations thereof or the goodwill symbolized by or associated with the Trademarks or such registrations, (b) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency for cancellation or opposition, or other proceeding, in connection with the Trademarks and (c) to collect any income, royalties, proceeds and payments arising after the Effective Time by virtue of the use thereof. The rights, title and interests are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Miscellaneous.

Assignor will execute and deliver, from time to time after the date hereof upon the reasonable request of Assignee, such further documents, papers, forms, and authorizations and will

take all other actions that may be necessary for securing, completing or vesting in Assignee the ownership of the Trademarks to the fullest extent possible.

This Assignment will be exclusively interpreted in accordance with and governed by the laws of the State of Illinois, without regard to its conflicts of law provisions.

This Assignment is binding upon and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

[Signature Page Follows]

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TRADEMARK
REEL: 007667 FRAME: 0532

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by a duly authorized officer, as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

CLARK PHARMACEUTICALS LLC,
a Texas limited liability company

FERNDALE PHARMA GROUP, INC.,
a Michigan corporation

By: 

Stephen W. Clark
President and CEO

By: 

Christopher J. Stein
President and COO

And

By: 

David A. Bass
Chief Financial Officer

Notarizations Follow

[Signature Page to Trademark Assignment Agreement]

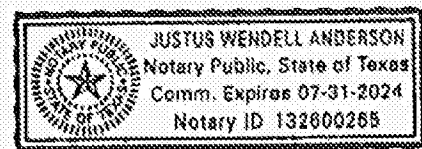
STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this the 6th day of December, 2021, before me appeared Stephen W. Clark, the person who signed this instrument, who acknowledged that he is the President and Chief Executive Officer of Clark Pharmaceuticals LLC, a Texas limited liability company, and that being duly authorized he signed such instrument as a free act on behalf of said limited liability company.

[Seal]

[Signature]
Notary Public

My commission expires:



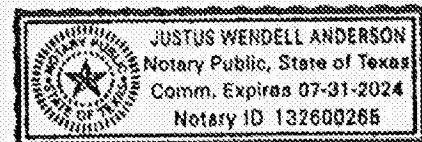
STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this the 6th day of December, 2021, before me appeared David A. Bass, the person who signed this instrument, who acknowledged that he is the Chief Financial Officer of Clark Pharmaceuticals LLC, a Texas limited liability company, and that being duly authorized he signed such instrument as a free act on behalf of said limited liability company.

[Seal]

[Signature]
Notary Public

My commission expires:



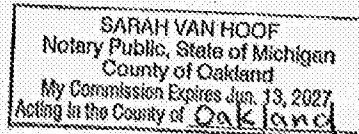
STATE OF MICHIGAN)
) ss.
COUNTY OF OALKAND)

On this the 15th day of December, 2021, before me appeared Christopher J. Stein, the person who signed this instrument, who acknowledged that he is the President and Chief Operating Officer of Ferndale Pharma Group, Inc., a Michigan corporation, and that being duly authorized he signed such instrument as a free act on behalf of said corporation.

[Seal]

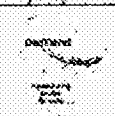
[Signature]
Notary Public

My commission expires:



SCHEDULE A-1

TRADEMARKS

Trademark	U.S. Registration or Serial Number	Record Owner	Registration Date
DERMEND (Class 5- Hyperkeratosis)	4,251,097	Assignor	11/27/2012
DERMEND (Class 5 - Bruising, Purpura)	4,398,957	Assignor	9/10/2013
	5,001,957	Assignor	8/2/2016
DERMEND MATURE SKIN SOLUTIONS	5,341,948	Assignor	11/21/2017
FRAGILE SKIN MOISTURIZING FORMULA	5,356,914	Assignor	12/12/2017
