

Form PTO-1595 (Rev. 03-11)  
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U.S. DEPARTMENT OF COMMERCE  
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## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

Leo PAVLIV, Bryan VOSS

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/29/11

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Name: Cumberland Pharmaceuticals

Internal Address: \_\_\_\_\_

Street Address: 2525 West End Ave. Ste. 950

City: Nashville

State: TN

Country: United States of America Zip 37203

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 4. Application or patent number(s):

A. Patent Application No.(s)

13/284,332

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

### 5. Name and address to whom correspondence concerning document should be mailed:

Name: Clifford M. Davidson

Internal Address: Davidson, Davidson & Kappel, LLC

Street Address: 485 Seventh Avenue, 14th Floor

City: New York

State: New York Zip 10018

Phone Number: (212) 736-1940

Fax Number: (212) 736-2427

Email Address: \_\_\_\_\_

### 6. Total number of applications and patents involved: 1

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$40

- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number 50-0552

Authorized User Name Clifford M. Davidson

### 9. Signature:

  
Signature

12/05/11  
Date

Clifford M. Davidson  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-6140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 500552 13284332

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PATENT  
REEL: 027349 FRAME: 0424

Docket No.: 904.1011US**ASSIGNMENT**

WHEREAS, I (We), Leo PAVLIV, of 707 Walcott Way, Cary, NC 27519, & Bryan VOSS, of 2525 West End Avenue, Suite 950, ASSIGNOR(S), have invented certain new and useful improvements in LACTULOSE FOR BOWEL EVACUATION, an application for a Patent of the United States for which:

— I (we) am (are) about to execute;  
— was executed on \_\_\_\_\_ (date(s));  
X is identified by Davidson, Davidson & Kappel, LLC, Docket No. 904.1011US;  
X was filed on October 28, 2011 as Serial 13/284,332.  
— I (we) hereby authorize and request our attorney, Davidson, Davidson & Kappel, LLC of 485 Seventh Avenue, 14<sup>th</sup> Floor, New York, New York 10018 to insert here in parentheses (Application number \_\_\_\_\_, filed \_\_\_\_\_) the filing date and application number of said application when known; and

WHEREAS, Cumberland Pharmaceuticals, of 2525 West End Ave, Ste. 950, Nashville, TN 37203, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I (we), the said ASSIGNOR(S), have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and

I (WE) HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

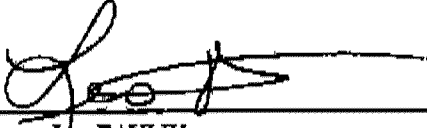
I (WE) HEREBY covenant and agree that I (we) have full right to convey the entire interest herein assigned, and that I (we) have not executed, and will not execute, any agreement in conflict herewith; and

I (WE) HEREBY further covenant and agree that I (we) will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

**Docket No.: 904.1011US**

IN TESTIMONY WHEREOF, I (we) hereunto set my (our) hand(s) and seal(s) the day and year set opposite my (our) signature(s).

Dated: 29 Nov 2011

  
\_\_\_\_\_  
Leo PAVLIV

Dated: 29 Nov 2011

  
\_\_\_\_\_  
Bryan VOSS