

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upsher-Smith Laboratories, Inc.		03/24/2014	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Vertical Pharmaceuticals, LLC		
Street Address:	2500 Main Street, Suite 6		
City:	Sayreville		
State/Country:	NEW JERSEY		
Postal Code:	08872		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85515067		
CORRESPONDENCE DATA			
Fax Number:	2062237107		
<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:	2062236267		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Kristi Dale Hoofman, Paralegal		
Address Line 1:	601 S.W. Second Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	128288.0006		
NAME OF SUBMITTER:	Kristi Dale Hoofman, Paralegal		
SIGNATURE:	/Kristi Dale Hoofman/		
DATE SIGNED:	05/19/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), dated as of the 24th day of March 2014, is made effective between Vertical Pharmaceuticals, LLC, a Delaware limited liability company ("*Assignee*"), and Upsher-Smith Laboratories, Inc., a Minnesota corporation ("*Assignor*").

WHEREAS, Assignor is the owner of the Trademarks listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "*Trademarks*");

AND WHEREAS, the Assignor has agreed to assign and does hereby assign to Assignee, all right, title, and interest, in and to, the Trademarks, including all goodwill associated with the Trademarks.

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

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademarks, including all goodwill associated with the Trademarks, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this Assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees. Notwithstanding the foregoing, Assignee will pay all applicable recording and registration fees related to this Assignment.

4. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

5. This Assignment and all the terms hereof shall inure to the benefit of Assignee, and be binding upon Assignor, and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Assignor caused its duly authorized representative to execute this Assignment effective as of the day and year first written above.

UPSHER-SMITH LABORATORIES, INC.

By: Stephen M. Robinson
Name: Stephen M. Robinson
Title: Chief Financial Officer

On this 9th day of April, 2014, personally appeared Stephen M. Robinson, to me known and known to be the Chief Financial Officer of Upsher-Smith Laboratories, Inc., and acknowledged that he executed the foregoing Assignment.

Louisa Eifrig Pineault
Notary Public

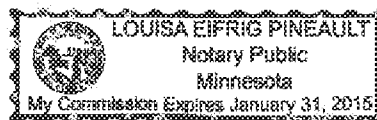


EXHIBIT A

United States Trademark Registrations:

Jurisdiction	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class No.
United States	(Three Tear Drop logo)	Registered	85/515,067	01/12/2012	4,300,150	03/12/2013	005
Canada	(Three Tear Drop logo)	Allowed	1,565,888	02/24/2012	Na	Na	005