

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319761

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLSPRING PHARMACEUTICAL CORPORATION		10/03/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COVIS PHARMA, S.A.R.L.
Street Address:	Bahnhofstrasse 11
City:	Zug
State/Country:	SWITZERLAND
Postal Code:	CH-6300
Entity Type:	PRIVATE LIMITED COMPANY: LUXEMBOURG

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	86308098	K+ONSERV
Registration Number:	0785081	DYRENIUM
Registration Number:	0548626	DIBENZYLINE

CORRESPONDENCE DATA

Fax Number: 8664782585

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.

Phone: 9198294287

Email: tmgroup@hutchlaw.com

Correspondent Name: Holly Coldiron

Address Line 1: 3110 Edwards Mill Road

Address Line 2: Suite 300

Address Line 4: Raleigh, NORTH CAROLINA 27612

ATTORNEY DOCKET NUMBER: COVIS.17

DOMESTIC REPRESENTATIVE

Name: Holly Coldiron

Address Line 1: 3110 Edwards Mill Road

Address Line 2: Suite 300

TRADEMARK

Address Line 4: Raleigh, NORTH CAROLINA 27612	
NAME OF SUBMITTER:	Holly Coldiron
SIGNATURE:	/Holly Coldiron/
DATE SIGNED:	10/10/2014
Total Attachments: 4 source=440518_1_COVIS 17 Executed Assignment of Trademarks#page1.tif source=440518_1_COVIS 17 Executed Assignment of Trademarks#page2.tif source=440518_1_COVIS 17 Executed Assignment of Trademarks#page3.tif source=440518_1_COVIS 17 Executed Assignment of Trademarks#page4.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is entered this 3rd day of October, 2014, by Wellspring Pharmaceutical Corporation ("Assignor") in favor of Covis Pharma, S.à.r.l., a private limited company governed by the laws of the Grand-Duchy of Luxembourg (RCS Luxembourg B164403), acting through its Zug branch having its office at Bahnhofstrasse 11, CH-6300, Zug, Switzerland ("Assignee"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of October 3, 2014 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;

WHEREAS, Assignor owns the trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein, and all goodwill symbolized thereby (collectively, the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees:

Assignor hereby irrevocably sells, transfers, assigns, and conveys to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, including, without limitation, all common law rights thereto, all registrations that may be granted thereon, any renewals and extensions of the registrations, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection therewith, all rights to sue for past, present and future infringement, misappropriation or dilution thereof or other conflict therewith, and all rights to recover damages or lost profits in connection therewith. Further the Assignor acknowledges that with respect to any "intent to use" applications included in the Marks, that portion of the business of Assignor to which such Marks pertain has been transferred also as set forth and in accordance with the Purchase Agreement.

Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Assignment. Assignor acknowledges and agrees that this

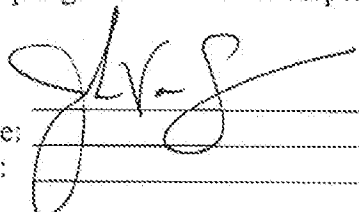
Assignment may be recorded as necessary with the United States Patent and Trademark Office to effect and evidence the assignment of the Marks to Assignee as set forth herein.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

Wellspring Pharmaceutical Corporation

By: 
Name: _____
Title: _____

SCHEDULE A

MARK	(APPLICATION NO.) REGISTRATION NO.	(APPLICATION DATE) REGISTRATION DATE	JURISDICTION
DYRENIUM	785,081	February 16, 1965	US
DIBENZYLINE	548,626	September 25, 1951	US
K+ONSERV	86/308098	June 12, 2014	US