900351925 01/27/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM37077

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900350694	

CONVEYING PARTY DATA

Name:	Formerly	Execution Date	Entity Type
Wellspring Pharmaceutical	2x2w + x+1,	05/05/2015	CORPORATION: DELAWARE
Corporation			

RECEIVING PARTY DATA

Name	Bi-Coastal Pharma International, LLG	
Street Address:	1161 Broad Street	
Internal Address:	Revmont Park, South Tower	
City:	Shrewsbury	
State/Country:	NEW JERSEY: S	
Postal Code:	07702 –	
Entity Type:	CORPORATION: NEW JERSEY C	
Name:	Bi-Coastal Pharma International, LLC	
Street Address:	1.1,61 Reymont/Park	
Internal Address:	SouthTower	
City:	Shrewsbury	
State/Country:	NEW-JERSEY	
Postal Code:	07.702	
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY	

PROPERTY NUMBERS Total: 1

4	Property Type	Number	Word Mark
	Registration Number:	1070508	DUVOID

CORRESPONDENCE DATA

Fax Number:

6092281045

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:

609-557-1045

Email:

pam@ansellgrimm.com

Correspondent Name:

Pamela A. Mulligan

Address Line 1:

214 Carnegie Center, Suite 112

Address Line 4:

Princeton, NEW JERSEY 08540

TRADEMARK
REEL: 005718 FRAME: 0675

900351925

NAME OF SUBMITTER:	Pamela A. Mulligan
SIGNATURE:	/s/Pamela A. Mulligan
DATE SIGNED:	01/27/2016

Total Attachments: 4

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> TRADEMARK REEL: 005718 FRAME: 0676

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

As of May 544, 2015, WELLSPRING PHARMACEUTICAL CORPORATION, a corporation of the State of Delaware, having an address of 5911 N. Honore Avenue, Suite 211, Sarasota, FL 34243, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign to BI-COASTAL PHARMA INTERNATIONAL, LLC, a corporation of the State of New Jersey, with an address of 1161 Broad Street, Revmont Park, South Tower, Shrewsbury, NJ 07702, all rights, title and interest in and to, along with the good will of the business symbolized by the marks, and in the following Assignor's United States registrations thereof:

Trademark	U.S. Registration Number	Registration Date	
DUVOID	1,070,508	August 2, 1977	

WELLSPRING PHARMACEUTICAL CORPORATION.

Wendy Shusko

Corporate President

3078701v7

TRADEMARK ASSIGNMENT

WHEREAS, WELLSPRING PHARMACEUTICAL CORPORATION, a corporation of the State of Delaware, with an address of 5911 N. Honore Avenue, Suite 211, Sarasota, FL 34243 ("Assignor") is, either itself or through its direct or indirect subsidiaries and affiliates, the owner of the entire right, title and interest in and to the trademark DUVOID (hereinafter the 'Trademark') in the United States as identified in the attached Schedule, the goodwill of the business symbolized thereby and the applications or registrations relating to the Trademark; and

WHEREAS, BI-COASTAL PHARMA INTERNATIONAL, LLC, a limited liability company of the State of New Jersey, with an address of 1161 Broad Street, Revmont Park, South Tower, Shrewsbury, NJ 07702 ("Assignee"), desires to acquire Assignor's, and its direct or indirect subsidiaries' and affiliates' entire right, title and interest in and to the Trademark in the United States as identified in the Schedule, the goodwill of the business symbolized thereby, and all applications or registrations relating to the Trademark in the United States.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- l. Assignor does hereby sell, assign and transfer unto Assignee the entire right, title and interest of Assignor in and to the Trademark in the United States as identified on the Schedule together with the goodwill of the business symbolized thereby and the applications or registrations relating to the Trademark in the United States.
- 2. Assignor covenants and agrees that it will, upon request, execute (including appropriate notarization and legalization) and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to transfer to Assignee, its successors or other legal representative, all of Assignor's right, title and interest to the Trademark in the United States, including the goodwill of the business in connection with which the Trademark is used and all applications or registrations for the Trademark.
- 3. Except as set forth in that certain Asset Purchase Agreement dated May 4, 2015, Assignor makes no warranty, express or implied, with respect to the Trademark or trademark rights involved in this transaction, assignment and transfer, and Assignee shall have no recourse against Assignor therefor.
- 4. If Assignee elects to record any document or transfer, Assignee shall bear the costs and fees associated with recording, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.
- 5. For purposes of this Agreement, "subsidiaries and affiliates" means any business entity controlled by, controlling or under common control with a party hereto.

3078701v7

WELLSPRING PHARMACEUTICAL CORPORATION

By: WEND SHUSIO

Title: CORPORATION PLANTAL PHARMA INTERNATIONAL, LLC

By: March
Name: March
Name:

307870197

<u>Schedule</u>

Trademark Registration Date U.S. Registration Number

DUVOID August 2, 1977 1,070,508

3078701v7

RECORDED: 01/15/2016

TRADEMARK REEL: 005718 FRAME: 0680