

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448608

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Upsher-Smith Laboratories, Inc.		09/15/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Proximagen LLC		
<b>Street Address:</b>	505 North Highway 169		
<b>City:</b>	Plymouth		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55441		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86419161	NAYZILAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5037782200		
<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>			
<b>Phone:</b>	2062237749		
<b>Email:</b>	trademarks@lanepowell.com		
<b>Correspondent Name:</b>	Lane Powell PC		
<b>Address Line 1:</b>	601 S.W. Second Avenue, Suite 2100		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	126637.0114		
<b>NAME OF SUBMITTER:</b>	Kristi Dale Hoofman		
<b>SIGNATURE:</b>	/Kristi Dale Hoofman/		
<b>DATE SIGNED:</b>	10/25/2017		
<b>Total Attachments: 2</b>			
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source=Recordation of Assignment for NAYZILAM portfolio#page2.tif			

OP \$40.00 86419161

## DEED OF ASSIGNMENT

**THIS DEED OF ASSIGNMENT with an effective date of May 30, 2017**, is made by and between:

**Upsher-Smith Laboratories, Inc.**, a company organized under the laws of the Minnesota, United States, having offices at 6701 Evenstad Drive, Maple Grove, Minnesota, 55369, United States (the "Assignor"); and

**Proximagen LLC** a company organized under the laws of the Delaware, United States, having offices at 505 North Highway 169, Plymouth, Minnesota, 55441, United States (the "Assignee").

### **WHEREAS**

1. The Assignor is the owner of the Brazilian Application No.: 909205361, Canadian Application No.: 1721989, United States Application No.: 86/419,161, International Registration No.: 1263961, and Taiwanese Registration No.: 1737720 for the mark NAYZILAM (the "Trademark"); and
2. The Assignor hereby assigns the Trademarks and all rights, title and interests in and to the Trademark, including the goodwill therein, to the Assignee, and has executed this Deed in order to evidence such assignment.

In consideration of the payment in full by the Assignee of the consideration of One dollar (\$1), the receipt and sufficiency of which is acknowledged by the Assignor by signing this Deed, the Assignor hereby assigns to the Assignee the Trademark and all of the Assignor's right, title and interest in and to the Trademark, including the goodwill in the Trademark, including any rights that have accrued, or may in the future accrue, to the Assignor in relation to infringements of the Trademark occurring prior to the date of this Deed, but not including any obligations that the Assignor may have undertaken in relation to the use of the Trademark.


### **IT IS AGREED** as follows:

3. The Assignor agrees to take all steps, execute all documents and do everything reasonably requested by the Assignee to:
4. Give effect to the assignment of the Trademark and of the Assignor's right, title and interest in and to the Trademark, including the goodwill in the Trademark, including any rights that have accrued, or may in the future accrue, to the Assignor in relation to infringements of any of the Trademark occurring prior to the date of this Deed; and
5. Record this Deed with appropriate government authorities.

6. This Deed shall be governed by the laws of the State of Minnesota.

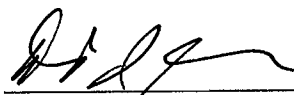
IN WITNESS WHEREOF, the parties have caused this Deed to be duly executed by their respective duly authorized representatives.

**Upsher-Smith Laboratories, Inc.**

BY:   
Name: Brent G. Eilefson  
Title: Assistant Secretary

DATE: 8/7/17

**Proximagen LLC**

BY:   
Name: DAVID J. SEQUERRA  
Title: DEVELOPMENT PROGRAM LEADER

DATE: 9/15/2017