

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324569

<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>
DSM Pharmaceuticals Inc.		03/11/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JLL/Delta Dutch Newco B.V.		
<b>Street Address:</b>	Kabelweg 37		
<b>City:</b>	Amsterdam		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	1014 BA		
<b>Entity Type:</b>	Private Limited Liability Company: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2870512	LYO-ADVANTAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037392815		
<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>Email:</b>	iprecordals@cpaglobal.com, rzaheeri@cpaglobal.com		
<b>Correspondent Name:</b>	CPA Global Limited		
<b>Address Line 1:</b>	Liberation House		
<b>Address Line 2:</b>	Castle Street		
<b>Address Line 4:</b>	St Helier, JERSEY JE1 1BL		
<b>NAME OF SUBMITTER:</b>	Helen Birrell		
<b>SIGNATURE:</b>	/H/BIRRELL/IPR/RZ/PIERCE ATWOOD/AG 1TM/		
<b>DATE SIGNED:</b>	11/27/2014		
<b>Total Attachments: 6</b>			
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July 31, 2014

I certify that the attached is a true copy of the Assignment of Trademarks by and between DSM Pharmaceuticals, Inc. and JLL/Delta Dutch Newco B.V. dated March 11, 2014.

Hugh Welsh  
Director, DSM Pharmaceuticals, Inc.

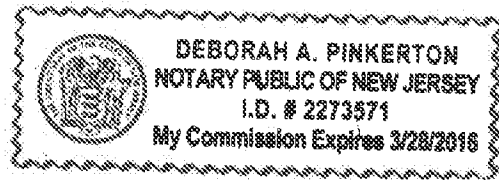
State of New Jersey

County of Morris

Sworn to and subscribed before me this

31st day of July, 2014.

Signed: Deborah A. Pinkerton



ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made and entered into on this 11<sup>th</sup> day of March, 2014 (the "Effective Date"), by and between DSM Pharmaceuticals Inc., a corporation of the State of Delaware having its principal office at 5900 Martin Luther King Jr. Highway, Greenville, North Carolina 27834-8628 (hereinafter "Assignor"), and JLL/Delta Dutch Newco B.V., a private company with limited liability incorporated in The Netherlands, having a registered office at Kabelweg 37, 1014BA Amsterdam, Netherlands (hereinafter "Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Contribution Agreement (defined herein below).

WHEREAS, Assignor has registered certain trademarks and/or filed for registration of certain trademarks with the registrar of trademarks in the jurisdictions denominated in Schedule A attached (the "Assigned Trademarks");

WHEREAS, pursuant to that Contribution Agreement dated as of November 18, 2013 (the "Contribution Agreement") entered into by Koninklijke DSM N.V. ("DSM") and certain Affiliates of Assignee, DSM has agreed to cause Assignor to sell, convey, assign and transfer to Assignee, all of Assignor's right, title, and interest in and to the Assigned Trademarks together with all goodwill associated with and appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with all goodwill associated with and appurtenant thereto, and all registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all benefits, privileges, causes of action, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) claim priority under United States law or international convention, (c) bring actions and recover damages for past, present and future infringement or other violation thereof; and (d) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the owner of the Assigned Trademarks and to issue any and all Assigned Trademarks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. Further Assurances. Assignor shall provide Assignee and its successors and assigns reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register or maintain the rights assigned herein, including: (a) the preparation and prosecution by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any opposition or other proceeding that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates or other related entities under the Contribution Agreement.

5. Binding Effect. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

8. Costs. Assignee will pay all costs associated with effecting the transfer of the Assigned Trademarks to Assignee.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

10. Severability. If any term or provision of this Assignment of Trademarks is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such invalidity, illegality or unenforceability will not affect the other terms or provisions hereof or the whole of this Assignment of Trademarks, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision valid, legal and enforceable, and the rights and obligations of the Parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties set forth herein.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

DSM Pharmaceuticals, Inc.

By: 

Name: *Michael Walsh*

Title:

DSM Pharmaceuticals, Inc.

By: 

Name: *Michael Walsh*

Title:

Acknowledged and Accepted:

ASSIGNEE:

JLL/Delta Dutch Newco B.V.

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Assignment of Trademarks]

NY6189730.2

TRADEMARK  
REEL: 005409 FRAME: 0506

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed  
as of the date above first written.

ASSIGNOR:

DSM Pharmaceuticals, Inc.

By: .....

Name:

Title:

DSM Pharmaceuticals, Inc.

By: .....

Name:

Title:

Acknowledged and Accepted:

ASSIGNEE:

JLL/Delta Dutch Newco B.V.

By:  .....

Name: Daniel Agroskin

Title: Director A

NY6189750.2

Schedule A

United States of America	LYO-ADVANTAGE	03 Aug 2006	3189316	Registration	DSM Pharmaceuticals Inc.	TM10139-US-NF
United States of America	MPPS	07 Nov 2006	3189316	Cancelled no section 08 filed	DSM Pharmaceuticals	TM10142-US-NF

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