

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM328265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iPR Pharmaceuticals Inc.		01/05/2015	CORPORATION: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Par Pharmaceutical, Inc.		
Street Address:	One Ram Ridge Road		
City:	Spring Valley		
State/Country:	NEW YORK		
Postal Code:	10977		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1835117	ACCOLATE	
Registration Number:	2009635	ACCOLATE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	050143-0095		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	01/07/2015		
Total Attachments: 5			
source=Project Thriller- Trademark Assignment Agreement (fully executed)#page1.tif			
source=Project Thriller- Trademark Assignment Agreement (fully executed)#page2.tif			
source=Project Thriller- Trademark Assignment Agreement (fully executed)#page3.tif			

OP \$65.00 1835117

source=Project Thriller- Trademark Assignment Agreement (fully executed)#page4.tif

source=Project Thriller- Trademark Assignment Agreement (fully executed)#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) is made as of January 5, 2015, by and between iPR Pharmaceuticals Inc., a corporation organized and existing under the laws of Puerto Rico (“**Seller**”), and Par Pharmaceutical, Inc., a corporation organized and existing under the laws of the State of Delaware (“**Purchaser**”). Seller and Purchaser may each be referred to herein as “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is the owner of the Trademarks in the Territory listed on Schedule A attached hereto and made a part hereof (collectively referred to herein as the “**Transferred Trademarks**”);

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, dated as of January 5, 2015, (the “**Asset Purchase Agreement**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Purchaser wishes to acquire from Seller, and Seller wishes to transfer to Purchaser, the Transferred Trademarks and the goodwill associated with such Transferred Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

2. **Conveyance and Acceptance.** In accordance with the provisions of the Asset Purchase Agreement, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser all of Seller’s right, title and interest in and to the Transferred Trademarks, including all common law rights therein, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Transferred Trademarks, all rights to bring an action, whether at law or in equity, for infringement or other violation of the Transferred Trademarks against any Third Party, all rights to recover damages, profits and injunctive relief for infringement or other violation of the Transferred Trademarks, and all goodwill of the business associated with and symbolized by the Transferred Trademarks, and Purchaser hereby purchases, takes delivery of and acquires such Transferred Trademarks and accepts such sale, transfer and assignment.

3. **Recordation.** Seller hereby authorizes Purchaser to record this Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant Governmental Authorities. All costs and expenses associated with the conveyance of the Transferred Trademarks shall be borne solely by Purchaser.

4. **Further Assurances.** Seller agrees, at Purchaser's expense, to take such further action and to execute and deliver such additional instruments and documents as Purchaser may reasonably request to carry out and fulfill the purposes and intent of this Assignment.

5. **Miscellaneous.**

(a) The rights and obligations of the Parties will be governed by, and this Assignment will be interpreted, construed and enforced in accordance with, the Legal Requirements of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the Legal Requirements of another jurisdiction.

(b) This Assignment may not be changed or modified, in whole or in part, except by supplemental agreement or amendment signed by the Parties. Each Party may waive compliance by the other Party with any of the covenants or conditions of this Assignment, but no waiver will be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Assignment will be deemed, or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. Any consent under this Assignment must be in writing and will be effective only to the extent specifically set forth in such writing.

(c) This Assignment may not be assigned or otherwise transferred by either Party, nor may either Party's rights or obligations hereunder be assigned, delegated or transferred, except to the extent provided in Section 13.6 of the Asset Purchase Agreement. Subject to the foregoing, this Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

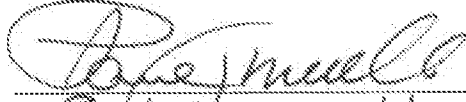
(d) If any provision of this Assignment, as applied to either Party or to any circumstance, is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Assignment will continue in full force and effect without such provision.

(e) This Assignment may be signed in any number of counterparts, including by facsimile copies or by electronic scan copies delivered by email, each of which will be deemed an original, and all of which will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the day and year first above written.

PAR PHARMACEUTICAL, INC.

By: 
Name: Paul Jamporek
Title: CEO

IPR PHARMACEUTICALS INC.

By: _____
Name: _____
Title: _____

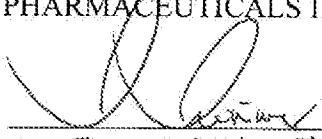
[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the day and year first above written.

PAR PHARMACEUTICAL, INC.

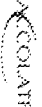
By: _____
Name:
Title:

IPR PHARMACEUTICALS INC.

By: 
Name: Ileana Guzman
Title: President & General Manager

[Signature Page to Trademark Assignment]

SCHEDULE A
Transferred Trademarks

Trademark	Logo	TM Kind	Country	Int'l Class	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Next renewal action date	Owner
ACCOLATE		Word	United States of America	5	Registered	07-Apr-1992	74/263467	10-May-1994	1835117	10-May-2024	Seller
ACCOLATE & SWIRL DEVICE		Word and Device	United States of America	5	Registered	08-May-1995	74/671240	22-Oct-1996	2009635	22-Oct-2016	Seller

TRADEMARK

REEL: 005436 FRAME: 0219

RECORDED: 01/07/2015