

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328569

<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>
AstraZeneca UK Limited		01/09/2015	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alvogen Pharma US, Inc.		
<b>Street Address:</b>	10 Bloomfield Avenue, Building B		
<b>City:</b>	Pine Brook		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07058		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1148645	TENORETIC	
<b>Registration Number:</b>	3964271	TENORMIN	
<b>Registration Number:</b>	1447100	ZESTRIL	
<b>Registration Number:</b>	1521488	ZESTORETIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	048478-0012		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	01/09/2015		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is made as of this 9th day of January, 2015 (the “**Effective Date**”), by and between AstraZeneca UK Limited, a private limited company registered in England and Wales (“**Seller**”), and Alvogen Pharma US, Inc., a Delaware corporation (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, Seller is the sole and exclusive owner in the applicable jurisdiction of the Trademarks set forth on Schedule A attached hereto and made a part hereof (collectively, the “**Purchased Trademarks**”); and

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of November 6, 2014, by and between Seller and Buyer (the “**Asset Purchase Agreement**”), Buyer has agreed to acquire from Seller, and Seller has agreed to sell, transfer, convey, assign and deliver to Buyer the Purchased Trademarks, together with all common law rights therein and all goodwill of the business associated with and symbolized by the Purchased Trademarks.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement, this Trademark Assignment and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
- 2. Conveyance and Acceptance of Purchased Trademarks.** Effective as of the Effective Date, (a) Seller hereby irrevocably, without reservation, sells, transfers, conveys, assigns and delivers to Buyer (and to Buyer’s successors and assigns), all of its right, title and interest in and to the Purchased Trademarks, including all common law rights therein and all trademark registrations and registration applications for the Purchased Trademarks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Purchased Trademarks against any Third Party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse, or other violation of the Purchased Trademarks, and all goodwill of the business associated with and symbolized by the Purchased Trademarks, and (b) Buyer hereby accepts such sale, transfer, conveyance, assignment and delivery.

3. **Recordation.** Seller hereby authorizes Buyer to record this Trademark 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 Purchased Trademarks shall be borne solely by Buyer.
4. **Further Assurances.** Seller agrees, at Buyer's expense, to take such further action and to execute and deliver such additional instruments and documents as Buyer may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment, including signing all papers and documents, taking all lawful oaths and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of patents or applications of Purchased Trademarks.
5. **Miscellaneous.**
  - (a) **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive Law of another jurisdiction.
  - (b) **Amendment.** This Trademark Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties.
  - (c) **Waiver.** Any term or condition of this Trademark Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by either Party of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise.
  - (d) **Expenses.** All costs and expenses associated with the conveyance under this Trademark Assignment of all right, title and interest of Seller in and to the Purchased Trademarks shall be borne solely by Buyer.
  - (e) **Severability.** If any provision of this Trademark Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of either Party under this Trademark Assignment will not be materially and adversely affected thereby, (i) such provision shall be fully severable, (ii) this Trademark Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Trademark Assignment shall remain in full force and effect and shall not


be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Trademark Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

- (f) **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by pdf electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

*[Signature page follows]*

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

**AstraZeneca UK Limited**

By:   
Name: Stephen F Motte  
Title: Authorized Signatory

**Alvogen Pharma US, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

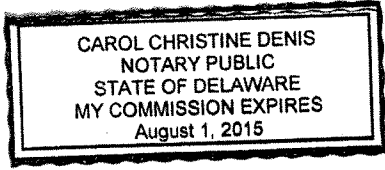
STATE OF Delaware }  
                                  } ss  
COUNTY OF New Castle }

On this 8<sup>th</sup> day of December 2018, before me personally appeared Stephen F Mohr,  
to me personally known, who, being duly sworn, did say that he/she is the Authorized Signatory  
of AstraZeneca UK Limited and that he/she duly executed the foregoing instrument for and on  
behalf of AstraZeneca UK Limited being duly authorized to do so and that said individual  
acknowledged said instrument to be the free act and deed of said company.

Carol Christine Denis

Notary Public

Expiration Date: August 1 2015



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

**AstraZeneca UK Limited**

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

Name:

Title:

**Alvogen Pharma US, Inc.**



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

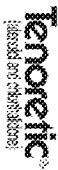
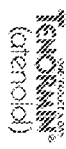


Name: Robert Wessman

Title: Director





**SCHEDULE A**  
**PURCHASED TRADEMARKS**

Trademark	Logo	Country	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Owner
TENORETIC		United States of America	Registered	22-Jan-1979	73201050	24-Mar-1981	1148645	AstraZeneca UK Ltd
TENORMIN		United States of America	Registered	12-Mar-2010	77957605	24-May-2011	3964271	AstraZeneca UK Ltd
ZESTRIL		United States of America	Registered	16-Dec-1986	73635694	14-Jul-1987	1447100	AstraZeneca UK Ltd
ZESTORETIC		United States of America	Unregistered					
ZESTORETIC		United States of America	Registered	26-Feb-1988	73713660	24-Jan-1989	1521488	AstraZeneca UK Ltd
ZESTORETIC		United States of America	Unregistered					