

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347173

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| Luitpold Pharmaceuticals, Inc.  |  | 01/08/2015            | CORPORATION: NEW YORK |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Egalet US, Inc.                                    |                       |                       |
| <b>Street Address:</b>  | 460 E Swedesford Rd.                               |                       |                       |
| <b>City:</b>  | Wayne  |                       |                       |
| <b>State/Country:</b>   | PENNSYLVANIA                                       |                       |                       |
| <b>Postal Code:</b>   | 19087  |                       |                       |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                              |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3550920  | SPRIX                 |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 3127069000   |                       |                       |
| <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>   | 3127018162   |                       |                       |
| <b>Email:</b>   | IPDocket@mayerbrown.com                            |                       |                       |
| <b>Correspondent Name:</b>  | KRISTINE YOUNG                                     |                       |                       |
| <b>Address Line 1:</b>  | P.O. Box 2828                                      |                       |                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60690-2828                       |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 15471440   |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Kristine M. Young                                  |                       |                       |
| <b>SIGNATURE:</b>   | /Kristine M. Young/                                |                       |                       |
| <b>DATE SIGNED:</b>   | 07/08/2015   |                       |                       |
| <b>Total Attachments: 5</b>   |  |                       |                       |
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CH \$40.00 3550920

## TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into on January 8, 2015, by and between Luitpold Pharmaceuticals, Inc., a New York corporation ("Assignor") and Egalet US, Inc., a Delaware corporation ("Assignee").

### RECITALS

WHEREAS, Assignor, Assignee and Egalet Corporation, a Delaware corporation, are parties to that certain Asset Purchase Agreement, made and entered into as of even date herewith (the "Purchase Agreement"), pursuant to which Assignee is purchasing from Assignor the Transferred Assets;

WHEREAS, it is a condition to the closing under the Purchase Agreement that the Assignor assigns to Assignee all right, title and interest in and to the trademarks including registrations and applications listed on the attached Exhibit A, together with the goodwill of the business associated with and symbolized by such trademarks, and all rights, claims and privileges pertaining thereto, including, without limitation, the right to prosecute and maintain trademark applications and registrations for such trademarks (the "Transferred Trademarks");

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the Transferred Trademarks, and Assignee desires to assume such right, title, and interest in and to the Transferred Trademarks, as well as all Liability associated therewith; and

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

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

### AGREEMENT

1. Recitals. The recitals set out above are incorporated into the terms of this Assignment as is more specifically set forth herein.

2. Assignment and Assumption. Assignor hereby irrevocably and perpetually sells, assigns, transfers and conveys, and Assignee hereby purchases, assumes and accepts, (i) all right, title and interest of Assignor in and to all of the Transferred Trademarks together with the goodwill of the business associated with and symbolized by such trademarks, and the registrations therefor, for Assignee's use and enjoyment, including all obligations and Liabilities related to the Transferred Trademarks existing as of the Closing Date, and (ii) all rights to causes of action and remedies related thereto (including, without limitation, any and all claims and causes of action with respect to any of the foregoing whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation,

violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages), as fully and entirely as the same would have been held by Assignor had this assignment not been made.

3. Conflicts and Inconsistencies. This Assignment is executed and delivered by the Company and the Buyer pursuant to the Asset Purchase Agreement, subject to the covenants, representations and warranties thereof. No provisions set forth herein shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement. In the event of any conflict, inconsistency or ambiguity between the provisions herein and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control, govern and prevail, and any such provision herein shall be deemed to be amended to the extent necessary.

4. Filings Associated with Assignment. Assignee shall be responsible for, at Assignee's sole cost and expense, (i) preparing all documents required by the United States Patent & Trademark Office and applicable foreign agencies ("Trademark Agencies") to transfer ownership of the Transferred Trademarks to Assignee, (ii) ensuring all documents are in a format accepted by the Trademark Agencies (iii) and paying all recording costs charged by the Trademark Agencies associated with the recording of such documents. To the extent required, Assignor hereby grants Assignee with the limited power of attorney to file such documentation with the Trademark Agencies.

5. Successors and Assigns. Except as otherwise provided in this Assignment, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, and administrators.

6. Governing Law. This Assignment (including its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any choice or conflict of Law provision or rule that would cause the application of Laws of any jurisdiction other than those of the State of New York.


7. Facsimile or Scanned Signature. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other party, it being understood that both parties need not sign the same counterpart. This Assignment may be executed and delivered by facsimile or .pdf transmission.

8. Further Assurances. Each party hereto shall execute and deliver such documents and other instruments and take such further actions as may be reasonably requested by or on behalf of the other party hereto to evidence or effectuate the provisions hereof and the transactions contemplated hereby.

*[SIGNATURES ON FOLLOWING PAGE]*

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

EGALET US, INC.

By:   
Name: ROBERT S. RADTKE  
Title: President + CEO

LUITPOLD PHARMACEUTICALS, INC.

By: \_\_\_\_\_  
Name: Mary Jane Helenek  
Title: President and CEO

*Signature Page to Trademark Assignment and Assumption Agreement*

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

EGALET US, INC.

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

LUITPOLD PHARMACEUTICALS, INC.

By: Mary Jane Helenek  
Name: Mary Jane Helenek  
Title: President and CEO

*Signature Page to Trademark Assignment and Assumption Agreement*

TRADEMARK  
REEL: 005571 FRAME: 0352

EXHIBIT A

TRADEMARK SCHEDULE

1. Registrations

| <u>Jurisdiction</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Registered Owner</u>        | <u>Description</u>   | <u>Mark</u> |
|---------------------|-------------------------|--------------------------|--------------------------------|--|-------------|
| USA                 | 3550920                 | Dec. 23, 2008            | Luitpold Pharmaceuticals, Inc. | Pharmaceutical Preparations for the treatment of Pain in Class 5 (US Cls. 6, 18, 44, 46, 51, and 52) | SPRIX       |
| Mexico              | 1349506                 | Feb. 21, 2013            | Luitpold Pharmaceuticals, Inc. |  | SPRIX       |

2. Application

| <u>Jurisdiction</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Applicant</u>               | <u>Mark</u> |
|---------------------|------------------------|--------------------|--------------------------------|-------------|
| Brazil              | 831288396*             | Dec. 22, 2011      | Luitpold Pharmaceuticals, Inc. | SPRIX       |

\*Application approved. Registration to be issued upon payment of registration fees due on January 24, 2015.