

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM360097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alvogen Pharma US, Inc.		10/31/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Almatica Pharma 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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1955461	NAPRELAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>	2128198437		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Andrew Fessak / White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	4412935-0004-L181		
<b>NAME OF SUBMITTER:</b>	Andrew Fessak		
<b>SIGNATURE:</b>	/Andrew Fessak/		
<b>DATE SIGNED:</b>	10/27/2015		
<b>Total Attachments: 8</b>			
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**TRADEMARK**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

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This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of October 31, 2013 ("Effective Date"), is made by and between **Alvogen Pharma US, Inc.**, a Delaware corporation located at 10 Bloomfield Avenue, Building B, Pine Brook, NJ 07058, (hereinafter, "Alvogen") and **Almatica Pharma Inc.**, a Delaware corporation located at 10 Bloomfield Avenue, Building B, Pine Brook, NJ 07058 ("Almatica"). Alvogen and Almatica may each hereinafter be referred to as a "Party," and collectively, the "Parties").

### RECITALS

WHEREAS, under that certain Asset Purchase Agreement, dated as of October 31, 2013, by and among Shionogi, Inc., a Delaware corporation ("Shionogi") and Alvogen (the "Shionogi Purchase Agreement"), Alvogen acquired Naprelan® inventory, certain rights, benefits and obligations under certain assigned contracts relating to Naprelan®, and certain intellectual property assets and rights from Shionogi ("Inventory and Shionogi Rights") as more fully detailed in the Shionogi Purchase Agreement.

WHEREAS, under that certain Asset Purchase Agreement, dated as of October 30, 2013, by and among Stat-Trade, Inc., a Pennsylvania corporation ("STI"), and Alvogen (the "STI Purchase Agreement"), Alvogen acquired New Drug Application No. 20-353 and the dossier related thereto for Naprelan® and future products that may be manufactured pursuant to the NDA, including supplements or amendments thereto ("the NDA") and certain rights, benefits and obligations under certain assigned contracts from STI ("STI Rights") as more fully detailed in the STI Purchase Agreement.

WHEREAS, under that certain Naprelan® Asset Purchase Agreement, dated as of October 31, 2013, by and among Alkermes Pharma Ireland Limited, a private limited company incorporated under the laws of Ireland ("Alkermes"), Alvogen and Shionogi (the "License Agreement"), Alvogen acquired certain licenses to intellectual property relating to Naprelan® ("Naprelan License"), certain licenses to intellectual property relating to a naproxen sodium controlled release product marketed and sold as a generic and manufactured under and pursuant to the NDA ("AG Product") ("AG License"). Alvogen and Alkermes further entered into that certain Naprelan Supply Agreement dated October 31, 2013 ("Supply Agreement").

WHEREAS, Alvogen desires to assign to Almatica, and Almatica desires to receive such assignment from Alvogen, the right, title and interest in and to the Shionogi Purchase Agreement, including Inventory and Shionogi Rights, the STI Purchase Agreement, including the STI Rights, the License Agreement, including the Naprelan License and AG License, and the Supply Agreement, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

#### **1.1 Definitions**

Capitalized terms used in this Agreement will have the meanings set forth in this Article 1 below:

**1.1.1** “AG Product” means a naproxen sodium controlled release product marketed and sold as a generic and manufactured under and pursuant to the NDA.

**1.1.2** “Agreement” means this Intellectual Property Assignment Agreement and all exhibits attached hereto.

**1.1.3** “Alkermes” means Alkermes Pharma Ireland Limited, a private limited company incorporated under the laws of Ireland.

**1.1.4** “Assigned Assets” means all of Alvogen’s rights, title and interest in, in whatever form existing as of the Effective Date, (a) the Shionogi Purchase Agreement and attachments thereto, attached as Exhibit A hereto, including the Transferred Assets, as defined in the Shionogi Purchase Agreement; and (b) the STI Purchase Agreement and attachments thereto, attached as Exhibit B hereto, including the NDA and the contents thereof; (c) the License Agreement and attachments thereto, attached as Exhibit C hereto, (d) the Supply Agreement and attachments thereto, attached as Exhibit D, and (d) any intellectual property or other rights and obligations in each of the foregoing.

**1.1.5** “Encumbrance” means any mortgage, charge, lien, security interest, pledge, or encumbrance.

**1.1.6** “Governmental Entity” means any court, administrative agency, department or commission or other governmental authority or instrumentality, whether United States or non-United States.

**1.1.7** “License Agreement” means the Naprelan® Asset Purchase Agreement, dated as of October 31, 2013, by and among Alkermes, Alvogen and Shionogi, attached as Exhibit C hereto.

**1.1.8** “NDA” means New Drug Application No. 20-353 and the dossier related thereto for Naprelan® and future products that may be manufactured pursuant to the NDA, including supplements or amendments thereto.

**1.1.9** “Naprelan Products” means the prescription pharmaceutical products bearing the trademark Naprelan®, sold in the United States pursuant to the authority granted by the NDA.

**1.1.10** “STI” means State-Trade, Inc., a Pennsylvania corporation.

**1.1.11** “STI Purchase Agreement” means the Asset Purchase Agreement, dated as of October 30, 2013, by and among STI and Alvogen, attached as Exhibit B hereto.

**1.1.12** “Shionogi” means Shionogi Inc., a Delaware corporation.

**1.1.13** “Shionogi Purchase Agreement” means the Asset Purchase Agreement, dated as of October 31, 2013, by and among Shionogi and Alvogen, attached as Exhibit A hereto.

**1.1.14** “Supply Agreement” means the Naprelan Supply Agreement, dated October 31, 2013, by and among Alvogen and Alkermes, attached hereto as Exhibit D.

## **ARTICLE 2**

### **ASSIGNMENT OF ASSIGNED ASSETS**

**2.1 Assignment.** As of the Effective Date, and upon the terms and conditions set forth in this Agreement, Alvogen hereby sells and assigns to Almatica, and Almatica hereby acquires from Alvogen, all of Alvogen’s right, title and interest in and to the Assigned Assets, which are owned by, or filed for in the name of Alvogen as of the Effective Date, including the right to make, have made, market, have marketed, sell, have sold, offer for sell, have offered for sale, import or have imported the Naprelan Product and AG Product in accordance with the terms of the Shionogi Purchase Agreement, the STI Purchase Agreement, the License Agreement, and the Supply Agreement.

**2.2 Cooperation and Assistance.** Alvogen agrees to provide to Almatica, without additional consideration, full cooperation and assistance (including the execution and delivery of any and all affidavits, assurances, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation or the performance of all lawful acts as may be required or reasonably requested) in order for Almatica to perfect the delivery, assignment and conveyance to Almatica, its successors and assigns of the Assigned Assets.

**2.3 Delivery.** Promptly following the Effective Date, and in no event later than 60 days after the Effective Date, Alvogen will deliver to Almatica all Assigned Assets in whatever form, including, but not limited to paper files and electronic or digital files.

## **ARTICLE 3**

### **CONSIDERATION**

**3.1 Purchase Price.** As consideration for the Assigned Assets, within ninety (90) business days of the Effective Date, Almatica will pay to Alvogen \$56,712,503.18 in U.S. Dollars.

**3.2 Taxes.** Alvogen will be responsible for payment of all taxes applicable to the amounts received in connection with its sale of the Assigned Assets to Almatica.

**ARTICLE 4**  
**REPRESENTATION AND WARRANTIES**

**4.1 Representations and Warranties of Alvogen.** Alvogen hereby represents and warrants to Almatica that, as of the Effective Date:

**4.1.1** It is a duly organized corporation, validly existing, and in good standing under the laws of the state of Delaware, and has full corporate power and authority and has obtained all third party consents, approvals or authorizations required to enter into this Agreement and to carry out its obligations under this Agreement, including, without limitation, the assignment of the Assigned Assets to Almatica.

**4.1.2** Alvogen owns and possesses all right, title and interest in and to all of the Assigned Assets, and has good and valid title to the Assigned Assets, free and clear of any Encumbrances.

**4.1.3** Other than the Assigned Assets, Alvogen does not own or control any other intellectual property or technological, scientific, chemical, biological, pharmacological, toxicological, regulatory and clinical trial materials and information relating to the Naprelan Product or AG Product.

**4.1.4** This Agreement has been duly executed and delivered on behalf of Alvogen and constitutes a legal, valid and binding obligation that is enforceable against it in accordance with its terms.

**4.1.5** The execution, delivery and performance of this Agreement by Alvogen does not conflict with, and would not result in a breach of, any agreement, instrument or understanding, oral or written, to which it may be bound, nor violate any material law or regulation applicable to it.

**4.2 Representations and Warranties of Almatica.** Almatica hereby represents and warrants to Alvogen that, as of the Effective Date:

**4.2.1** It is a duly organized corporation, validly existing, and in good standing under the laws of Delaware, and has full corporate power and authority and has obtained all third party consents, approvals or authorizations required to enter into this Agreement and to carry out its obligations under this Agreement.

**4.2.2** This Agreement has been duly executed and delivered on behalf of Almatica, and constitutes a legal, valid and binding obligation that is enforceable against it in accordance with its terms.

**4.2.3** The execution, delivery and performance of this Agreement by Almatica does not conflict with, and would not result in a breach of, any agreement, instrument, or understanding, oral or written, to which it may be bound, nor violate any material law or regulation applicable to it.

**ARTICLE 5**  
**LIMITATION ON LIABILITY**

**5.1 LIMITATION OF LIABILITY.** EXCEPT IN THE EVENT OF ALVOGEN'S INTENTIONAL MISREPRESENTATIONS TO ALMATICA, NEITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE PURCHASE PRICE SET FORTH IN ARTICLE 3.1 OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS ARTICLE 5.1 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

**5.2 LIMITATION ON CONSEQUENTIAL DAMAGES.** EXCEPT IN THE EVENT OF ALVOGEN'S INTENTIONAL MISREPRESENTATION TO ALMATICA, NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY OR TORT) OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

**ARTICLE 6**  
**GENERAL PROVISIONS**

**6.1 Confidentiality of Terms.** The Parties will keep the terms and existence of this Agreement confidential and will not now or hereafter divulge any of this information to any third party except (a) with the prior written consent of the other Party; (b) as otherwise may be required by law or legal process; (c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties; (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; (e) in order to perfect Almatica's interest in the Assigned Assets with any Governmental Entity; or (f) to enforce Almatica's right, title and interest in and to the Assigned Assets; provided that, in (b) and (c) above, (i) to the extent permitted by law, the disclosing Party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing Party will provide the other Party with at least ten days' prior written notice of such disclosure.

**6.2 Governing Law; Venue and Jurisdiction.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York, United States, without giving effect to its conflict of law principles. Any disputes with respect to this Agreement will be brought only in a court of competent jurisdiction in New York, New York, and the Parties agree to irrevocably submit to the exclusive jurisdiction and venue in such courts.

**6.3 Notices.** All notices given hereunder will be in writing and will be delivered to the address set forth below by (i) personal delivery or (ii) delivery postage prepaid by U.S. first class mail or internationally-recognized express courier service:

For Alvogen:           Alvogen Pharma US, Inc.  
                              10 Bloomfield Avenue, Building B  
                              Pine Brook, NJ 07058  
                              Attn: Kevin Bain

For Almatica:           Almatica Pharma, Inc.  
                              10 Bloomfield Avenue, Building B  
                              Pine Brook, NJ 07058  
                              Attn: Kevin Bain

Notices are deemed given on (a) the date of receipt if delivered personally or by express courier or (b) if delivery is refused, the date of refusal. Notice given in any other manner will be deemed to have been given only if and when received at the address of the person to be notified. Either Party may from time to time change its address for notices under this Agreement by giving the other Party written notice of such change in accordance with this paragraph.

**6.4 Relationship of Parties.** Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Parties. Nothing in this Agreement provides either Party with any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third Party.

**6.5 Equitable Relief.** Alvogen acknowledges and agrees that damages alone may be insufficient to compensate Almatica for a breach by Alvogen of this Agreement and that irreparable harm may result from a breach of this Agreement. Alvogen hereby consents to the entering of an order for injunctive relief to prevent a breach or further breach, and the entering of an order for specific performance to compel performance of any obligations under this Agreement.

**6.6 Severability.** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

**6.7 Waiver.** Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

**6.8 Miscellaneous.** This Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. The section



headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party). No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties.

**6.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Agreement as of the Effective Date.

**ALVOGEN PHARMA US, INC.**

By: Glenn Whaley  
Name: Glenn Whaley  
Title: VP Finance

**ALMATICA PHARMA INC.**

By: Glenn Whaley  
Name: Glenn Whaley  
Title: VP Finance