

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEBELA INTERNATIONAL 3 LIMITED		08/12/2015	Limited Company: IRELAND
RECEIVING PARTY DATA			
Name:	SEBELA INTERNATIONAL LIMITED		
Street Address:	H.P. House, 21 Laffan Street		
City:	Hamilton		
State/Country:	BERMUDA		
Postal Code:	HM09		
Entity Type:	Limited Company: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73765421	MOTOFEN	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<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:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09642.015087 SEBELA		
NAME OF SUBMITTER:	Karen Osborne		
SIGNATURE:	//Karen Osborne//		
DATE SIGNED:	11/16/2015		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "*Assignment*"), dated as of August 12, 2015 (the "*Effective Date*"), is made by SEBELA INTERNATIONAL 3 LIMITED, an Irish company ("*Assignor*") to SEBELA INTERNATIONAL LIMITED, an Irish company ("*Assignee*").

WHEREAS, Assignor is the owner of the trademark, and all registrations and applications therefor pending or subsisting in the United States of America, including all of its territories and possessions (the "*Territory*"), specified in Schedule A hereto (the "*Trademark*");

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademark in the Territory; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademark in the Territory;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. **Assignment and Transfer.** Assignor hereby assigns to Assignee all rights, title and interests in and to the Trademark in the Territory, together with (i) the registrations of the Trademark in the Territory and all renewals and extensions of the foregoing, and (ii) the goodwill of the business symbolized by and associated with the Trademark and such registrations in the Territory. This assignment includes an assignment of all rights to (a) sue and recover damages for (and all profits and interests associated with) past and future infringement or dilution of Assignor's rights in the Trademark in the Territory, the registrations thereof or the goodwill symbolized by or associated with the Trademark or such registrations in the Territory, (b) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country in the Territory for cancellation or opposition, or other proceeding, in connection with the Trademark and (c) to collect any income, royalties, proceeds and payments arising after the Effective Date by virtue of the use thereof in the Territory. The rights, title and interests are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2. **Miscellaneous.**

a. Assignor further covenants that it will execute and deliver, from time to time after the date hereof upon the reasonable request of Assignee, such further documents, papers, forms, and authorizations and will take all other actions that may be necessary for securing, completing or vesting in Assignee the ownership of the Trademarks in the Territory, to the fullest extent possible.

b. This Assignment shall be exclusively interpreted in accordance with and governed by the laws of the State of Delaware, without regard to its conflicts of law provisions.

c. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark Rights to be executed by a duly authorized officer, as of the Effective Date.

ASSIGNOR:

SEBELA INTERNATIONAL 3 LIMITED,
an Irish company

By: Kevin Insley

Name: Kevin Insley

Title: DIRECTOR

[Signature Page to Trademark Assignment]

ISLANDS OF BERMUDA

STATE OF _____)
COUNTY OF _____) ss.

11 AUGUST

On this the 08TH day of June, 2015, before me appeared KEVIN RUSLEY
_____, the person who signed this instrument, who acknowledged that he/she is the
DIRECTOR of Assignor and that being duly authorized he/she
signed such instrument as a free act on behalf of said corporation.



[Handwritten Signature]

Notary Public

My commission expires: N/A

[Notarization of Assignment of Trademark Rights]

SCHEDULE A

TRADEMARK

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Description</u>
Motofen	73765421	August 22, 1989	IC 005. US 018. G & S: PHARMACEUTICAL COMPOSITION FOR THE TREATMENT OF DIARRHEA. FIRST USE: 19880816