

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UCB Manufacturing, Inc.		11/25/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kremers Urban Pharmaceuticals Inc.		
Street Address:	902 Carnegie Center		
Internal Address:	Suite 360		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1453886	MONOKET	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Ross Liemer, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24803-1005		
NAME OF SUBMITTER:	Ross Liemer		
SIGNATURE:	/Ross Liemer/		
DATE SIGNED:	11/25/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated and effective as of November 25, 2015, is entered into by and between UCB Manufacturing, Inc., a Delaware corporation, having a principal place of business at 1950 Lake Park Drive Southeast, Smyrna, Georgia 30080 ("Assignor") and Kremers Urban Pharmaceuticals Inc., an Indiana corporation, having a principal place of business at 902 Carnegie Center, Suite 360, Princeton, New Jersey 08540 ("Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties."

WHEREAS, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to acquire, all U.S. rights, title, and interest that Assignor may hold in and to the trademark (including all U.S. common law rights therein) and the U.S. registration in each case set forth on Schedule A attached hereto and incorporated herein by reference (collectively, the "Mark").

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth in that certain Stock Purchase Agreement, dated as of September 2, 2015, as amended on October 27, 2015, and on November 25, 2015, among UCB S.A., a limited liability company organized under the laws of Belgium, Assignor and Lannett Company, Inc., a Delaware corporation, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all rights, title and interest that Assignor may hold in and to the Mark in the United States; all rights to bring an action, whether at law or in equity, for infringement or other violation of the Mark against any third party; all rights to recover damages, profits and injunctive relief for all past, present or future infringement, or other violation of the Mark; and all goodwill of the business associated with and symbolized by the Mark.

Section 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment with the U.S. Patent and Trademark Office.

Section 3. Further Acts. Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such confirmatory assignments, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

Section 4. Entire Agreement. This Assignment (including the Schedule attached hereto) contains the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

Section 5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each party hereto shall have received counterparts hereof signed by each of the other parties hereto. If

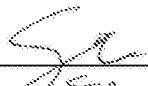
any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

Section 6. Governing Law. This Assignment, the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the State of New York, without reference to its conflicts of law principles.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Assignment as of the date first written above.

UCB MANUFACTURING, INC.

By: 
Name: Stefano Pizzini
Title: Regional Director

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Assignment as of the date first written above.

UCB MANUFACTURING, INC.

By: 

Name: Denelle Waynick

Title: Vice President, Legal Affairs

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005676 FRAME: 0540

KREMERS URBAN PHARMACEUTICALS INC.

By: George Stevenson
Name: George Stevenson
Title: President & CEO

By: Mary Ellen Champion
Name: MARY ELLEN CAMPION
Title: VP & CFO

SCHEDULE A

<u>Country</u>	<u>Mark</u>	<u>App. Date / App. No.</u>	<u>Reg. Date / Reg. No.</u>
USPTO United States	MONOKET	04-FEB-1987 73642900	25-AUG-1987 1453886