# OP \$40.00 4505585

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM365031

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Meda Pharmaceuticals Inc.		10/14/2015	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Meda Pharma S.à.r.l.
Street Address:	43 avenue John Fitzgerald Kennedy
City:	N/A
State/Country:	LUXEMBOURG
Postal Code:	L-1855
Entity Type:	société à responsabilité limitée: LUXEMBOURG

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4505585	X

### **CORRESPONDENCE DATA**

**Fax Number:** 2023712540

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.

**Phone:** 202-371-2600

Email: tm@skgf.com, tdurkin@skgf.com, jshirk@skgf.com

Correspondent Name: Tracy-Gene G. Durkin

Address Line 1: Sterne, Kessler, Goldstein & Fox PLLC

Address Line 2: 1100 New York Avenue, NW Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: | 2286.2810000

## **DOMESTIC REPRESENTATIVE**

Name: Tracy-Gene G. Durkin

Address Line 1: Sterne, Kessler, Goldstein & Fox PLLC

Address Line 2: 1100 New York Avenue, NW Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	TRACY-GENE G. DURKIN
SIGNATURE:	/Tracy Durkin/

TRADEMARK
REEL: 005684 FRAME: 0695

DATE SIGNED:	12/08/2015		
Total Attachments: 3			
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TRADEMARK REEL: 005684 FRAME: 0696

#### TRADEMARK ASSIGNMENT

This trademark assignment (the "Assignment") is made October 14, 2015.

#### BETWEEN

Meda Pharmaceuticals Inc., 265 Davidson Avenue, Somerset, NJ 08873-4120, USA (hereinafter referred to as "the Assignor"); and

**Meda Pharma S.à r.l.,** 43 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, (hereinafter referred to as the "Assignee").

#### WHEREAS:

- (a) Assignor is owner of the trademarks, trademark registrations, and pending trademark applications as shown in Appendix 1 and the goodwill symbolized by and associated with said trademarks, registrations and pending applications (collectively, the "TRADEMARKS"); and
- (b) Assignee wishes to acquire all right, title and interest in the TRADEMARKS

The Parties hereby agree:

The Assignor hereby assigns its entire right, title and interest in the TRADEMARKS to the Assignee, its successors and assigns.

This assignment includes without limitation all rights to prosecute, maintain, defend and enforce said TRADEMARKS in Assignee's own name, including without limitation all rights to bring an action, whether at law or in equity, for past, present or future infringement or other violation of the TRADEMARKS against any person, and all rights to recover damages, profits and injunctive and other relief for all past, present or future infringement or other violation of the TRADEMARKS.

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, without limitation, the execution and 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 or to assist Assignee with the prosecution, maintenance, defense or enforcement of the TRADEMARKS.

The assignment of the TRADEMARKS pursuant to this Assignment shall be free of charge for Assignee. Any fees to be paid to the Trademark Office in connection with the assignment of the TRADEMARKS shall be borne by Assignee.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns.

This Assignment shall be governed by the laws of Sweden without regard to the conflict of laws provisions thereof that would otherwise refer to the substantive law of another jurisdiction. Any dispute, controversy or claim arising out of, or in connection with, this Assignment, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

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REEL: 005684 FRAME: 0697

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement, it being understood that the parties need not sign the same counterpart. The parties further agree that counterparts to this Assignment may be delivered by pdf or facsimile.

This Assignment contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

IN WITNESS THEREOF the parties have executed this Assignment.

Assignor

Signed:

Name:

Position: Vice President and General Counsel

**Assignee** 

Signed:

Name:

Position:

Authorized Representative

Gabriele Endler.

# Annex 1 Trademark Assignment Meda Pharmaceuticals Inc. and Meda Pharma S.à r.l.

Country	Trademark	Image	Appl. No	Appl. Date	Reg No	Reg Date	Class	Status
US	XERESE LOGO		85/075,969	01.07.2010	4,505,585	01.04.2014	05	registered
••••								

TRADEMARK REEL: 005684 FRAME: 0699

**RECORDED: 12/08/2015**