

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sanofi		12/10/2015	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	U.S> Pharmaceuticals Holdings II, LLC		
Street Address:	157 Church Street, 20th Floor		
Internal Address:	Wood Creek Capital Management		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06512		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1309615	KERLONE	
Serial Number:	86786605	KERLONE	
CORRESPONDENCE DATA			
Fax Number:	9732652770		
<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:	9732652777		
Email:	lrestaino@validuspharma.com		
Correspondent Name:	Leslie Restaino		
Address Line 1:	119 Cherry Hill Road		
Address Line 2:	Validus Pharmaceuticals LLC		
Address Line 4:	Parsippany, NEW JERSEY 07054		
NAME OF SUBMITTER:	Leslie Restaino		
SIGNATURE:	/Leslie Restaino/		
DATE SIGNED:	12/21/2015		
Total Attachments: 7			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (“**Agreement**”), is made as of December 10, 2015, by and between SANOFI, a corporation organized and existing under the Laws of France (the “**Assignor**”), and U.S. Pharmaceuticals Holdings II LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are hereafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Assignor is the owner and registrant of the Purchased Trademarks, as listed on Schedule A hereto, and/or the Purchased Domain Names, as listed on Schedule B hereto (together, the “**Schedules**”);

WHEREAS, Assignor’s Affiliate, sanofi-aventis U.S. LLC (“**Sanofi**”) is a party to that certain Asset Purchase Agreement, dated as of December 10, 2015 (as the same may be amended, restated, supplemented or modified from time to time, the “**APA**”); and

WHEREAS, pursuant and subject to the terms and conditions of the APA, Sanofi agreed to assign, transfer, convey and deliver, or to cause its Affiliates to assign, transfer, convey and deliver, to Assignee all of Sanofi’s and its Affiliates’ rights, title and interest in and to the Purchased Trademarks and Purchased Domain Names.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the APA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the respective meanings ascribed to them in the APA.

2. Transfer of Rights in Trademarks and/or Domain Names. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby assumes and accepts, all of Assignor’s right, title, and interest in and to (a) the Purchased Trademarks and Purchased Domain Names, in each case as set forth in the Schedules hereto, together with all common law rights in the foregoing in the Territory, all the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all rights to request, apply for, file and register the foregoing; all rights to sue and collect damages or seek injunctive relief for any infringement, dilution or violation occurring after the Closing; and (c) all income, royalties and any other payments now and hereafter payable in respect of the foregoing after the Closing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

3. No Representation or Warranties. Except as expressly provided in the APA, Assignor makes no representations or warranties, express or implied, with respect to the Purchased Trademarks or Purchased Domain Names.

4. Further Action. Assignor and Assignee shall take such action as may be necessary to effect the transfer of the Purchased Trademarks and Purchased Domain Names, in each case as set forth in the Schedules hereto, to Assignee and to effect the terms of Section 2 above. With respect to the Purchased Domain Names (if any, as set forth on Schedule A) (a) Assignor shall (i) at Assignee's request only, release any "lock" placed on the Purchased Domain Names, obtain the authorization code and provide that code to Assignee, confirm the requested transfer upon receipt of a timely request to do so from the registrar used by Assignee for the Purchased Domain Names and (ii) in the case of such request, execute and deliver all authorizations necessary to effectuate electronic transfer of the Purchased Domain Names and all further documents and instruments in connection with such transfer, in each case ((i) and (ii)) at the cost of Assignee, and (b) Assignee shall initiate such transfer within three (3) months after the Effective Date, at the cost of Assignee. With respect to the Purchased Trademarks (if any, as set forth on Schedule A), Assignee shall record the transfer of the Purchased Trademarks at the applicable trademark offices, at its own expense, to occur as promptly as practicable and in any event within one (1) year after the Effective Date.

EXCEPT FOR THOSE MATTERS THAT ARE SUBJECT TO MANDATORY LOCAL LAWS, WHERE APPLICABLE, THIS AGREEMENT AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER AT LAW, IN CONTRACT, IN TORT OR OTHERWISE) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF SUCH STATE THAT WOULD OTHERWISE REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

5. Miscellaneous. From time to time, as and when requested by any party hereto, the other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

This Agreement is made pursuant to, and is subject to the terms of, the APA. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify the terms of the APA or constitute a waiver or release by Assignor or Assignee of any liabilities, obligations or commitments imposed upon them by the terms of the APA, including the representations, warranties, covenants, agreements and other provisions of the APA. In the event of any conflict between the provisions of this Agreement, on the one hand, and the provisions of the APA, on the other hand, the APA shall control.

This Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns. The covenants contained herein shall survive the execution and delivery of this Agreement.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement, and shall become effective when one or more such

counterparts have been signed by each of the parties and delivered to the other party. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

SANOFI

Joëlle Hugot

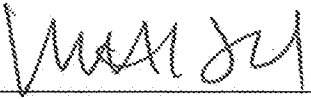
By: _____

Name: JOËLLE SANIT. HUGOT

Title: SENIOR DIRECTOR LEGAL,
TRADE MARK

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

**U.S. PHARMACEUTICALS HOLDINGS II
LLC**

By: 
Name: MATTHEW C. SANDOVAL
Title: PRESIDENT

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT]

Schedule A

Purchased Trademarks

TRADEMARK	COUNTRY	REGISTRATION N°	REGISTRATION DATE	OWNER	STATUS
KERLONE	USA	1309615	December 18, 1994	SANOFI	Cancelled
KERLONE	USA	Serial Number: 86/786605	October 13, 2015	SANOFI	Pending application

Schedule B

Purchased Domain Names

Domain Name	Expiration date	Registrant
demerol.us	18-Apr-2016	SANOFI
drisdol.us	15-May-2016	SANOFI
primacor.us	18-Apr-2016	SANOFI