

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merck Sharp & Dohme Corp.		01/04/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	ANI Pharmaceuticals C.V.		
Street Address:	874 Walker Road, Suite C		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19904		
Entity Type:	Limited Partnership: NETHERLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86534100	CORTROPHIN	
Serial Number:	86534102	CORTROPHIN-ZINC	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<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:	2123985280		
Email:	Trademarks.us@dentons.com		
Correspondent Name:	Martin P. Michael		
Address Line 1:	c/o Dentons US LLP, Wacker Drive Station		
Address Line 2:	Willis Tower, P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	20000516-00030 MA9		
NAME OF SUBMITTER:	Martin P. Michael		
SIGNATURE:	/Martin P. Michael/		
DATE SIGNED:	03/15/2016		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is made as of this 4th day of January, 2016, by and between Merck Sharp & Dohme Corp., a New Jersey corporation (“**MSD Corp.**”), and ANI Pharmaceuticals C.V., a limited partnership (a Commanditaire Vennootschap) organized and existing under the Laws of the Netherlands (“**Buyer**”). Each of MSD Corp. and Buyer is sometimes referred to herein individually as a “**Party**” and are referred to herein collectively as the “**Parties.**”

RECITALS

WHEREAS, MSD Corp. is the owner in the United States of the Trademark applications set forth on Schedule A attached hereto and made part hereof (collectively, the “**Purchased Trademarks**”);

WHEREAS, Merck Sharp & Dohme B.V. (“**Seller**”), an Affiliate of MSD Corp., and Buyer, as successor in interest to ANI Pharmaceuticals, Inc., a Delaware corporation, have entered into that certain Asset Purchase Agreement, dated as of September 18, 2015 (the “**Asset Purchase Agreement**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer has agreed to acquire from Seller or its Affiliates, and Seller has agreed to, or to cause its Affiliates to, sell, transfer, convey, assign and deliver to Buyer all of Seller’s or its Affiliates’ rights, title and interest in and to the Purchased Trademarks and the goodwill of the business associated with and symbolized by the Purchased Trademarks.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement, this Trademark Assignment and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Defined Terms.** Unless otherwise specifically provided herein, capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
- 2. Conveyance and Acceptance of Purchased Trademarks.** In accordance with the provisions of the Asset Purchase Agreement, (a) MSD Corp. hereby sells, transfers, conveys, assigns and delivers to Buyer, free and clear of any Liens other than Permitted Liens, all of its right, title and interest in and to the Purchased Trademarks in the United States and (b) Buyer hereby accepts such sale, transfer, conveyance, assignment and delivery.
- 3. Recordation.** MSD Corp. hereby authorizes Buyer to record this Trademark Assignment with the U.S. Patent and Trademark Office. All costs and expenses, including Third Party filing and recordation fees and other disbursements,

associated with the conveyance of the Purchased Trademarks and with the recordation of this Trademark Assignment shall be borne solely by Buyer.

4. **Asset Purchase Agreement Controls.** Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained herein (other than in Section 3 above) shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Buyer or Seller set forth in the Asset Purchase Agreement. This Trademark Assignment is subject to, and governed entirely in accordance with, the terms and conditions of the Asset Purchase Agreement. Except as set forth in Section 3 above, nothing contained herein is intended to modify or supersede any of the provisions of the Asset Purchase Agreement.
5. **Further Assurances.** MSD Corp. agrees, at Buyer's expense, to take such further action and to execute and deliver such additional instruments and documents as Buyer may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment.
6. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first above written.

MERCK SHARP & DOHME CORP.

By: _____

Name: JOSEPH B. PROWSE

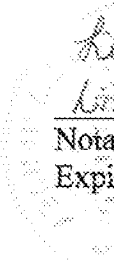
Title: ASSISTANT TREASURER

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005751 FRAME: 0801

STATE OF New Jersey }
 } ss
COUNTY OF Huarterden }

On this 4th day of January, 2016, before me personally appeared Joseph B. Promo, to me personally known, who, being duly sworn, did say that he is the Assistant Treasurer of Merck Sharp & Dohme Corp. and that he duly executed the foregoing instrument for and on behalf of Merck Sharp & Dohme Corp. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

 Lisa D. Olson
Notary Public
Expiration Date: March 20, 2018

ANI PHARMACEUTICALS C.V.

By: ANI Partner LLC, its general partner

By: ANI Pharmaceuticals, Inc., its sole member

By: 

Name: Charlotte C. Arnold

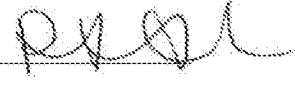
Title: VP & CFO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005751 FRAME: 0803

STATE OF Delaware }
 } ss
COUNTY OF New Castle }

On this 22 day of January, 2016, before me personally appeared Charlotte C. Arnold, to me personally known, who, being duly sworn, did say that he/she is the Vice President & Chief Financial Officer of ANI Pharmaceuticals, Inc. and that he/she duly executed the foregoing instrument for and on behalf of ANI Pharmaceuticals, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Rebeca Chiappetta 
Notary Public
Expiration Date: October 7, 2017

REBECA CHIAPPETTA
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Oct. 7, 2017

SCHEDULE A

PURCHASED TRADEMARKS

1. U.S. Trademark application for the Trademark CORTROPHIN, U.S. Serial No. 86534100, for “medicinal hormone preparation.”
2. U.S. Trademark application for the Trademark CORTROPHIN-ZINC, U.S. Serial No. 86534102, for “medicinal hormone preparation.”