

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM377127

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BAYER AKTIENGESELLSCHAFT		02/08/2016	Corporation: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alvogen Group Holdings LLC		
<b>Street Address:</b>	10 Bloomfield Avenue		
<b>Internal Address:</b>	Bldg B		
<b>City:</b>	Pine Brook		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07058		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1040838	ADALAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9086547866		
<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>			
<b>Phone:</b>	908-654-5000		
<b>Email:</b>	trademarkadmin@lerner david.com		
<b>Correspondent Name:</b>	GREGG A. PARADISE		
<b>Address Line 1:</b>	600 South Avenue West		
<b>Address Line 4:</b>	Westfield, NEW JERSEY 07090		
<b>ATTORNEY DOCKET NUMBER:</b>	ALVOGE 9.0-001		
<b>NAME OF SUBMITTER:</b>	DONNA M. VECCHIONE		
<b>SIGNATURE:</b>	/DONNA M. VECCHIONE/		
<b>DATE SIGNED:</b>	03/18/2016		
<b>Total Attachments: 5</b>			
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## Trademark Transfer Agreement

Between

- (1) **BAYER INTELLECTUAL PROPERTY GMBH**, Alfred-Nobel-Strasse 10, 40789 Monheim am Rhein, Germany, a limited liability company incorporated under the laws of Germany, incorporated under German law, registered under docket number HRB 67604 with the commercial register of the local court (*Amtsgericht*) Düsseldorf/Germany,

(hereinafter referred to as "**BIP**"),  
and

- (2) **BAYER AKTIENGESELLSCHAFT**, Kaiser-Wilhelm-Allee 1, 51373 Leverkusen, Germany, a stock corporation incorporated under the laws of Germany, incorporated under German law, registered under docket number HRB 48248 with the commercial register of the local court (*Amtsgericht*) Cologne/Germany,

(hereinafter referred to as "**BA**"),

and

- (3) Alvogen Group Holdings LLC a company organized under the laws of the State of Delaware USA,

(hereinafter referred to as "**Purchaser**").

WHEREAS on February 8, 2016, BIP, Bayer Pharma AG, Bayer HealthCare Pharmaceuticals Inc. (collectively referred to as "Sellers") and Purchaser entered into an asset purchase agreement on the divestment of certain assets and liabilities relating to Sellers' ADALAT® Product related Business in the U.S. (the "**APA**"). According to the APA, Sellers shall sell and, with effect as of the Closing Date (as defined in the APA), assign, or cause to assign, to Purchaser the Trademark registration described in **Exhibit 2.1 (a)(i)** to the APA and attached to this agreement as Exhibit A (collectively, the "**Trademark**").

WHEREAS the Trademark is owned by BIP.

WHEREAS the Trademark is registered in the name of BA and is held by BA on behalf of BIP.

WHEREAS the purpose of this agreement is to assign and otherwise transfer the Trademark to Purchaser with effect as of the Closing Date in line with the APA.

WHEREAS terms with capital letters have the same meaning ascribed to them in the APA unless herein differently defined.

NOW, THEREFORE, it is hereby agreed as follows:

**Section 1  
Assignment**

BIP hereby assigns, transfers and sets over to Purchaser all rights, titles and interests in the Trademark, together with (i) the goodwill of the business appurtenant to and symbolized by the Trademark and including, without limitation, all common law rights in and to the Trademark, (ii) all privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereto, and (iii) all books, records and other documentation that are related to the Trademark, to hold unto Purchaser absolutely and Purchaser herewith accepts the assignment of the Trademark.

**Section 2  
Representations and Liability**

Any representations, warranties or indemnifications with respect to the Trademark, or any of the transactions described in the APA or in this agreement and any remedies of Purchaser are exclusively governed by the APA.

**Section 3  
Documentation and Costs**

- 3.1 Purchaser shall be solely responsible for the preparation and recordation before the U.S. Patent and Trademark Office of all documents necessary to evidence Purchaser as new owner of the Trademark. BIP and Bayer Pharma shall each reasonably assist Purchaser in preparing and executing the documents necessary to record the assignment of the Trademark in the name of Purchaser or any of its designated affiliates. Without limiting the generality of the foregoing, each of BIP and Bayer Pharma will use reasonable efforts to execute or cause to be executed all agreements and documents and to take or cause to be taken all other actions necessary under applicable laws and regulations to evidence the recording of Purchaser (or any of its designated affiliates) as the owner of the Trademark.
- 3.2 All cost and expenses related to the preparation and recordation of all documents necessary to evidence Purchaser as new owner of the Trademark shall be borne by Purchaser.

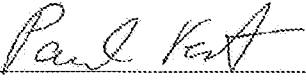
3.3 Following execution of this agreement, BA shall hold the Trademark as nominee and trustee for and on behalf of Purchaser (or its nominated representative) and shall use its reasonable endeavours (subject to reimbursement of its out of pocket costs by Purchaser) to maintain the Trademark until the assignment of the Trademark is recorded but for no longer than eighteen months after execution of this agreement. If a third party initiates proceedings within the afore-said period challenging the validity of the Trademark, BIP or BA shall provide to Purchaser (at Purchaser's sole cost and expense) all assistance reasonably necessary in order to defend the Trademark.

**Section 4  
Miscellaneous**

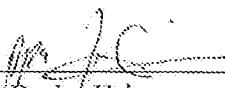

4.1 Sections 11.4, 11.8, 11.9, 11.12 of the APA apply to this Agreement.

IN WITNESS WHEREOF, the parties have signed this agreement.

Place, date: Leverkusen, February 8, 2016  
BAYER INTELLECTUAL PROPERTY GMBH

  
Name: Dr. Paul Fort  
Title: Attorney-in-Fact

Place, date: Leverkusen, February 5, 2016  
BAYER AKTIENGESELLSCHAFT

   
Name: Dr. Jan Heinemann  
Title: Special Representative (*Prokurist*)

Alvogen Group Holdings LLC  
By Alvogen Group, Inc., its sole member

-----  
Name: Robert Wessman  
Title: Chairman  
Place, date: Reykjavik, Iceland, February 8, 2016

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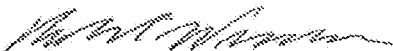
Place, date: Leverkusen, February 8, 2016  
**BAYER INTELLECTUAL PROPERTY GMBH**

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Name: Dr. Paul Fort  
Title: Attorney-in-Fact

Place, date: Leverkusen, February 5, 2016  
**BAYER AKTIENGESELLSCHAFT**

-----  
Name: Dr. Jan Heinemann  
Title: Special Representative (*Prokurist*)

**Alvogen Group Holdings LLC**  
**By Alvogen Group, Inc., its sole member**



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Name: Robert Wessman  
Title: Chairman  
Place, date: Reykjavik, Iceland, February 8, 2016

Exhibit A

Trademark	Classes	Goods & Services	Appl. No	Appl. Date	Reg. No	Reg. Date	Next Renewal Due	Status
ADALAT		Cardiovascular Drugs			1040838	1976-06-08	2016-06-07	Registered