

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383919

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900361172

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atnahs Pharma UK LTD		04/06/2016	Limited Company: UNITED KINGDOM

## RECEIVING PARTY DATA

<b>Name:</b>	Atnahs Pharma US Limited
<b>Street Address:</b>	12 Helmet Row
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC1V3QJ
<b>Entity Type:</b>	Limited Company: UNITED KINGDOM

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	0996040	ANAPROX
<b>Registration Number:</b>	1920670	EC-NAPROSYN
<b>Registration Number:</b>	0951192	NAPROSYN

## CORRESPONDENCE DATA

Fax Number: 6784209301

*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: 678.420.9300

Email: odonnellm@ballardspahr.com

Correspondent Name: William H. Needle, Ballard Spahr LLP

Address Line 1: 999 Peachtree Street

Address Line 2: Suite 1000

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 22140.3003

## DOMESTIC REPRESENTATIVE

Name: William H. Needle, Ballard Spahr LLP

Address Line 1: 999 Peachtree Street

Address Line 2: Suite 1000

<b>Address Line 4:</b> Atlanta, GEORGIA 30309	
<b>NAME OF SUBMITTER:</b>	William H. Needle
<b>SIGNATURE:</b>	/William H. Needle/
<b>DATE SIGNED:</b>	05/11/2016
<b>Total Attachments: 2</b> source=Atrahs Pharma 2016 04 06 US TM Assignment FULLY SIGNED#page1.tif source=Atrahs Pharma 2016 04 06 US TM Assignment FULLY SIGNED#page2.tif	

TRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made on 6 April 2016.

**PARTIES**

- (1) **ATNAHS PHARMA UK LTD**, a company registered in England and Wales, with registered number 08789556 and registered address at 12 Helmet Row, London EC1Y 8JU, United Kingdom (the "Assignor"); and
- (2) **ATNAHS PHARMA US LIMITED**, a company registered in England and Wales, with registered number 9970108 and registered address at 12 Helmet Row, London EC1V 3QJ, United Kingdom (the "Assignee")

each a "party" and together the "parties".

**BACKGROUND**

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this Assignment.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS**

"Trade Marks" means the trade marks listed in Schedule 1.

**2. ASSIGNMENT**

In consideration of the sum of £1,223,469 (ONE MILLION, TWO HUNDRED AND TWENTY THREE THOUSAND, FOUR HUNDRED AND SIXTY NINE POUNDS) (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods and/or services in respect of which the Trade Mark are registered and/or used; and the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from the ownership of any of the Trade Marks whether occurring before, on or after the date of this Assignment.

**3. FURTHER ASSURANCE**

Any time after the date of this Assignment, at the request of the Assignee, the Assignor shall and shall use reasonable endeavours to procure that any necessary third party shall, at the cost of the Assignee execute such documents and do such acts and things as the Assignee may reasonably require for the purpose of giving to the Assignee the full benefit of all the provisions of this Assignment.

**4. INVALIDITY**

4.1 If any provision in this Assignment shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Assignment but the legality, validity or enforceability of the remainder of this Assignment shall not be affected.

4.2 If any illegal, invalid or unenforceable provision would be legal, valid and enforceable if some part of it were deleted or modified, the provision shall apply with whatever

deletion or modification is necessary to give effect to the commercial intention of the parties.

**5. COUNTERPARTS**

This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

**6. THIRD PARTY RIGHTS**

No person other than a party to this Assignment shall have any rights to enforce any term of this Assignment.

**7. GOVERNING LAW AND JURISDICTION**

7.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

**Schedule 1  
Trade Mark**

Country	Trade Mark registration number	Description of the mark	Class(es)
USA	0996040	ANAPROX	5
USA	1920670	EC-NAPROSYN	5
USA	0951192	NAPROSYN	5

IN WITNESS WHEREOF this Assignment has been entered into on the date stated at the beginning of this document.

For and on behalf of

ATNAHS PHARMA UK LTD )

Name: *DIPAK PATIL* )

Title: *DIRECTOR* )

*[Signature]*

For and on behalf of

ATNAHS PHARMA US LIMITED )

Name: *AMIT V. PATIL* )

Title: *SECRETARY* )

*[Signature]*