# OP \$165.00 448238

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM392806

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NOVEN THERAPEUTICS, LLC		07/25/2016	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Sebela International Limited	
Street Address:	H.P. House, 21 Laffan Street	
City:	Hamilton	
State/Country:	BERMUDA	
Postal Code:	HM09	
Entity Type:	Company: IRELAND	

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4482387	BRISDELLE
Registration Number:	4496258	BRISDELLE
Registration Number:	4636544	
Registration Number:	4637358	MY BRISDELLE
Registration Number:	2899689	PEXEVA
Registration Number:	3033803	PEXEVA

### **CORRESPONDENCE DATA**

7037161180 Fax Number:

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.

703-716-1191 Phone:

Email: eteas@gbpatent.com

**Correspondent Name:** Greenblum & Bernstein, P.L.C. Address Line 1: 1950 Roland Clarke Place Address Line 2: Attn.: Jeffrey H. Handelsman Address Line 4: Reston, VIRGINIA 20191-1411

### **DOMESTIC REPRESENTATIVE**

Greenblum & Bernstein, P.L.C. Name: Address Line 1: 1950 Roland Clarke Place

> TRADEMARK REEL: 005840 FRAME: 0454

900372636

Address Line 2:	(Ref.: J694711)		
Address Line 4:	Reston, VIRGINIA 20191-1411		
NAME OF SUBMITT	ER:	Jeffrey H. Handelsman	
SIGNATURE:		/Jeffrey H. Handelsman/	
DATE SIGNED:		07/27/2016	
Total Attachments: 4			
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### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "<u>Assignment</u>"), dated as of July 25, 2016, is made by Noven Pharmaceuticals, Inc., a Delaware corporation ("Noven") and Noven Therapeutics, LLC, a Delaware limited liability company and wholly owned subsidiary of Noven ("NT", each an "<u>Assignor</u>", and together the "<u>Assignors</u>").

WHEREAS, Assignors and Sebela International Limited, an Irish company resident in Bermuda ("<u>Assignee</u>"), are parties to that Asset Purchase Agreement, dated as of July 25, 2016 (the "<u>Purchase Agreement</u>"), providing for the execution and delivery of this Assignment by Assignors to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby agree as follows:

- 1. <u>Defined Terms</u>. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.
- 2. <u>Assignment.</u> Subject to the terms and limitations set forth in the Purchase Agreement, each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of such Assignor's right, title, and interest in and to the Assigned Intellectual Property, including, but not limited to such Assignor's right, title and interest in the Assigned Patents and Assigned Trademarks (including any associated goodwill) set forth on Schedule 1 as owned by such Assignor; all rights, interests, claims, and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringement or misappropriation of the Assigned Intellectual Property, including, but not limited to, the right to compromise, sue for and collect such profits and damages, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.
- 3. <u>Consistency with Purchase Agreement</u>. This Assignment shall be construed consistently with the Purchase Agreement and nothing in this Assignment, express or implied, is intended to supersede, modify, replace, amend, rescind, waive, expand or limit the Purchase Agreement. To the extent of any inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control and prevail.
- 4. <u>Counterparts</u>. This Assignment and any amendment or modification may be executed in any number of counterparts (including via facsimile or electronic copy), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 5. <u>Governing Law.</u> This Assignment and all questions regarding its validity or interpretation, or the breach or performance of this Assignment, shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without reference to conflict of law principles that would permit or require the application of the law of any other jurisdiction.

6. <u>Miscellaneous</u>, Articles XI and XII of the Purchase Agreement shall apply to this Assignment and are hereby incorporated by reference, *mutatis mutandis*, in this Assignment as if such provisions were fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, each Assignor has executed this Assignment as of the date first above written.

ASSIGNORS:

NOVEN PHARMACEUTICALS, INC.

Ву:

Title: Chief Executive Officer

NOVEN THERAPEUTICS, LLC

Dy,

Title: Authorized Representative

[Signature Page to Intellectual Property Assignment]

# TRADEMARK REGISTRATIONS - NOVEN THERAPEUTICS, LLC:

	Country	Frademark	Registration No.	Registration Date
1.	USA	BRISDELLE	4482387	February 11, 2014
2.	USA	BRISDELLE & Design	4496258	March 11, 2014
3,	USA	Design (3 Wings design for Brisdelle)	4636544	November 11, 2014
4,	Community Trade Mark "CTM")	BRISDELLE	12293569	April 1, 2014
5,	Japan	BRISDELLE	5628812	November 8, 2013
6.	Korea	BRISDELLE	40-1057661	September 11, 2014
7.	Korea	BRISDELLE (Korean Character)	40-1090228	February 27, 2015
8.	Mexico	BRISDELLE	1,449,371	April 25, 2014
9,	Taiwan	BRISDELLE	1,645,238	June 1, 2014
10.	USA	MY BRISDELLE	4637358	November 11, 2014
11.	USA	PEXEVA	2,899,689	November 2, 2004
12.	USA	PEXEVA & DESIGN	3,033,803	December 27, 2005
13.	Argentina	BRISDELLE	2695812	November 28, 2014
14,	China	BRISDELLE	13677836	March 7, 2015

# TRADEMARK APPLICATIONS - NOVEN THERAPEUTICS, LLC:

	Country		Serial No.	Filing Date
1.	Brazil	BRISDELLE	840711360	November 18, 2013
2.	Canada	BRISDELLE	1614404	June 6, 2013

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