

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394524

<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>
GlaxoSmithKline, LLC		11/18/2015	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Apotex, Inc.		
<b>Street Address:</b>	150 Signet Drive		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M9L 1T9		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0681707	'ALKERAN'	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325767		
<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>	215-569-5767		
<b>Email:</b>	perry@blankrome.com		
<b>Correspondent Name:</b>	David M. Perry		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>NAME OF SUBMITTER:</b>	David M. Perry		
<b>SIGNATURE:</b>	/David M. Perry/		
<b>DATE SIGNED:</b>	08/10/2016		
<b>Total Attachments: 5</b>			
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TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (“Assignment”) is entered into as of November 18, 2015, by and between GlaxoSmithKline, LLC, a Delaware limited liability company, with a place of business at 2711 Centerville Road, Suite 400 Corporation Service Company, Wilmington, Delaware 19808 (the “Assignor”) and Apotex, Inc., a corporation organized under the laws of Canada, having its principal place of business at 150 Signet Drive, Toronto, Ontario M9L 1T9 (“Assignee”). Assignor and Assignee are sometimes referred to herein, individually, as a “Party” and, collectively, as the “Parties.” All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Asset Purchase and Sale Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Sale Agreement dated as of November 18, 2015 (“Asset Purchase and Sale Agreement”), pursuant to which Assignee is acquiring certain assets of Assignor; and

WHEREAS, Assignor is the owner of the registered trademark listed in Exhibit A annexed hereto and made a part hereof, which is or will be used on or in connection with the Product in the Territory (the “Purchased Trademark”), together with all goodwill represented and symbolized by the Purchased Trademark (the “Assigned Goodwill”); and

WHEREAS, pursuant to the Asset Purchase and Sale Agreement, Assignor (or its Affiliate) is required to assign to Assignee all of Assignor’s right, title and interest in and to the Purchased Trademark, together with the Assigned Goodwill, pursuant to and subject to the terms and conditions of the Asset Purchase and Sale Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, delivers, and conveys to Assignee (and its successors and assigns), all of Assignor’s right, title and interest in and to the Purchased Trademark and the Assigned Goodwill in the Territory.
2. Assignor further authorizes Assignee to record the Purchased Trademark as the property of Assignee. Without limiting the above, Assignor, in the presence of a notary public, shall complete and execute any document as may be required in order to effectuate the transfer contemplated herein.
3. Assignor will cooperate with Assignee in executing and/or filing documents with the United States Patent & Trademark Office to record this Assignment with the USPTO, and to designate Assignee as the owner of the Purchased Trademark in the Territory.

4. Assignee shall take all actions (other than the execution of documents by Assignor) and shall bear all fees, costs and expenses incurred in connection with the preparation, recordation and filing of any documents, or the performance of any actions, required to be prepared, recorded or filed, or performed, to effectuate the sale, assignment, transfer, conveyance and delivery of the Purchased Trademark and the Assigned Goodwill to Assignee (and its successors and assigns), and Assignee shall reimburse Assignor for any such reasonable out-of-pocket fees, costs or expenses, other than Assignor's attorney fees incurred in connection therewith, if any, which shall be Assignor's sole obligation.

5. All of the terms and provisions of this Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

6. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Purchased Trademark and Assigned Goodwill from Assignor to Assignee as provided in the Asset Purchase and Sale Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Asset Purchase and Sale Agreement as they relate to the Purchased Trademark and Assigned Goodwill, including any of the representations, warranties, covenants or indemnities set forth in the Asset Purchase and Sale Agreement. In the event of any conflict between this Assignment and the Asset Purchase and Sale Agreement, the Asset Purchase and Sale Agreement controls.

7. This Assignment shall be governed, interpreted and construed by, and all claims and disputes, whether in tort, contract or otherwise be resolved in accordance with the substantive laws of the Commonwealth of Pennsylvania without reference to any rules of conflict of laws.

8. Nothing in this Assignment, express or implied, is intended to confer upon any Third Party (other than a permitted successor or assign of a Party hereto) any rights, remedies, obligations or liabilities.

9. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Assignment by facsimile transmission shall be as effective as delivery of a manually executed signature page.

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IN WITNESS WHEREOF, the undersigned have executed this TRADEMARK ASSIGNMENT as of the date first written above.

APOTEX, INC.

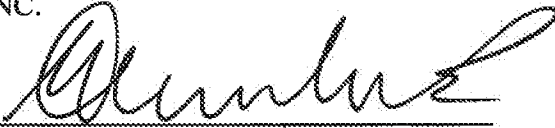
By: \_\_\_\_\_  
Name:  
Title:

GLAXOSMITHKLINE LLC

By:  \_\_\_\_\_  
Name: **Justin T. Huang**  
Title: **Assistant Secretary**

IN WITNESS WHEREOF, the undersigned have executed this TRADEMARK ASSIGNMENT as of the date first written above.

APOTEX, INC.

By:   
Name: Michael Woolcock  
Title: Vice President

GLAXOSMITHKLINE LLC

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**PURCHASED TRADEMARK**

<b>Trademark/ Domain Name</b>	<b>Owner</b>	<b>Class</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
ALKERAN	GlaxoSmithKline LLC	5	0681707	July 14, 1959	Registered  Next Renewal Deadline : July 14, 2019