

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teva Pharmaceutical USA, Inc		08/03/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Mayne Pharma LLC		
Street Address:	1240 Sugg Parkway		
Internal Address:	Att: Senior Patent Counsel		
City:	Greenville		
State/Country:	NORTH CAROLINA		
Postal Code:	27834		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86756908	TAZELLE	
Serial Number:	86756906	AVRILLA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	618 82092626		
Email:	doreen.perrin@maynepharma.com		
Correspondent Name:	Mayne Pharma International Pty Ltd		
Address Line 1:	1538 Main North Road		
Address Line 2:	Att; Senior Patent Counsel		
Address Line 4:	Salisbury South, AUSTRALIA SA5106		
NAME OF SUBMITTER:	Doreen Perrin		
SIGNATURE:	/doreen.perrin@maynepharma.com/		
DATE SIGNED:	09/09/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, effective as of August 3, 2016 (this "Trademark Assignment"), is entered into by and between Teva Pharmaceuticals USA, Inc., a Pennsylvania corporation ("Seller"), and Mayne Pharma LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer and Mayne Pharma Inc., a North Carolina corporation, on one hand, and Teva Pharmaceutical Industries Ltd., an Israeli corporation on behalf of itself, Seller and other affiliates, on the other hand, dated as of June 27, 2016 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest, within the United States, in and to the following (the "Assigned Marks"):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Marks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any suit or other litigation in connection with this Agreement and any matter relating to this Agreement shall be brought or filed in a court of applicable jurisdiction sitting in the City, County and State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Trademark Assignment as of the date first written above.

TEVA PHARMACEUTICALS USA,
INC.

By: Maureen M Cavanagh
Name: Maureen M Cavanagh
Title: SVP - COO North American Generics

LEGAL AFFAIRS
JH4

By: Christina Buede
Name: Christina Buede
Title: VP Customer & Marketing Operations

MAYNE PHARMA LLC

By: _____
Name: Peter Paltoglou
Title: Authorized Officer

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Trademark Assignment as of the date first written above.

TEVA PHARMACEUTICALS USA,
INC.

By: _____

Name:

Title:

MAYNE PHARMA LLC

By: _____

Name:

Title:

[Handwritten Signature]
Name: *PETER PETERSON*
Title: *AUTHORIZED REPRESENTATIVE*

SCHEDULE A

ASSIGNED TRADEMARK APPLICATIONS

	Trademark	Application Number	Filing Date
1.	TAZELLE	86756908	September 15, 2015
2.	AVRILLA	86756906	September 15, 2015