

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allergan Sales, LLC		09/21/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Anda, Inc.		
Street Address:	2915 Weston Road		
City:	Weston		
State/Country:	FLORIDA		
Postal Code:	33331		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4314341	PRACTRX	
Serial Number:	85545630	PRACTRX - PERSONALIZED PRODUCT SUPPORT	
Registration Number:	4322009	PRACTRX PERSONALIZED PRODUCT SUPPORT	
Registration Number:	4610173	ANDA	
Registration Number:	4720512	ANDA INCORPORATED	
CORRESPONDENCE DATA			
Fax Number:	7147969381		
<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:	714-246-5507		
Email:	susan.hinchey@allergan.com		
Correspondent Name:	Susan J. Hinchey		
Address Line 1:	2525 Dupont Drive		
Address Line 4:	Irvine, CALIFORNIA 92612		
NAME OF SUBMITTER:	Susan J. Hinchey		
SIGNATURE:	/SUSAN J. HINCHEY/		
DATE SIGNED:	09/22/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of September 21, 2016 (such date, the "Effective Date", and such agreement, the "Trademark Assignment"), is entered into by and between Allergan Sales, LLC ("Assignor") and Anda, Inc. ("Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Stock Purchase Agreement, dated as of August 2, 2016 (the "Stock Purchase Agreement"), by and between Allergan plc and Allergan Holdco US, Inc. (collectively, "Allergan"), on the one hand, and Teva Pharmaceutical Industries Ltd. ("Teva"), on the other hand, as it may be amended from time to time.

WITNESSETH:

WHEREAS, Allergan and Teva entered into the Stock Purchase Agreement, pursuant to which Teva agreed to acquire the Transferred Shares;

WHEREAS, Assignor owns certain Non-Owned Transferred Group Intellectual Property, including, without limitation, the trademark and service mark registrations set forth on Schedule A (collectively, the "Assigned IP"); and

WHEREAS, pursuant to Section 6.7(a) of the Stock Purchase Agreement, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned IP and all goodwill associated therewith or symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest in and to the Assigned IP in the United States and throughout the world, together with (a) all goodwill of the business associated with or symbolized by the Assigned IP, (b) all common law rights in, and all rights derived from, the Assigned IP, all applications for trademark rights within or outside of the United States based in whole or in part upon the Assigned IP, all registrations that may be granted thereon, any renewals thereof, and any priority right that may arise therefrom, (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution, unfair competition or other violation of any of the Assigned IP, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor, (d) the right to collect damages, profits, royalties, products and proceeds in connection with any of the foregoing, and (e) all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, in each case for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by

Assignor if this Trademark Assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Recordation. Assignor shall take, and be solely responsible for, all actions necessary or desirable to perfect the assignment, or otherwise associated with the perfection, of Assignee's right, title and interest in and to the Assigned IP and to record and/or register this Trademark Assignment or any other document evidencing the assignment to Assignee of the Assigned IP. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned IP and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

3. Entire Agreement. This Trademark Assignment, together with the Stock Purchase Agreement, constitutes the sole and entire agreement of the parties to this Trademark Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter. To the extent of any conflict between this Trademark Assignment and the Stock Purchase Agreement, the Stock Purchase Agreement will govern.

4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


5. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as may be necessary and/or desirable or as Assignee (or, for clarity, its successor or assign) may reasonably request in order to evidence, record or otherwise effectuate the assignment made hereunder.

6. General Provisions. 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. Neither this Trademark Assignment nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment with effect as of the Effective Date.

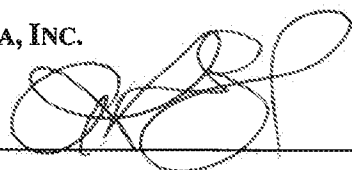
ALLERGAN SALES, LLC

By:  _____

Name: A. Robert D. Bailey

Title: President

ANDA, INC.

By:  _____

Name: A. Robert D. Bailey

Title: President

ACKNOWLEDGEMENT

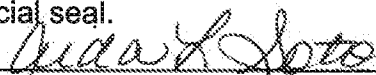
State of New Jersey)

) SS:

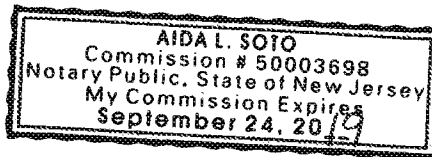
County of Morris)

On this, the 21st day of September, 2016, before me a notary public, the undersigned, personally appeared A. Robert D. Bailey, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument on the two signature lines, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.







Notary Public



[Signature page to Trademark Assignment Agreement]

Schedule A

ASSIGNED IP

Trademark	Country	Status	Owner	Appl. Date	Appl. No.	Reg. Date	Reg. No.
PRACTRX	US	Registered	Allergan Sales, LLC	19 January 2012	85520600	2 April 2013	4314341
PractRx – Personalized Product Support	US	Registered	Allergan Sales, LLC	17 February 2012	85545630	9 April 2013	4138544
	US	Registered	Allergan Sales, LLC	23 February 2012	85550989	16 April 2013	4322009
	US	Registered	Allergan Sales, LLC	23 February 2012	85550900	23 September 2014	4610173
	US	Registered	Allergan Sales, LLC	23 February 2012	85551040	14 April 2015	4720512
	Puerto Rico	Registered	Allergan Sales, LLC	4 September 2012	81389	4 September 2012	205961