

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLAXO GROUP LIMITED		11/19/2015	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ALMIRALL, S.A.		
Street Address:	RONDA GENERAL MITRE, 151		
City:	08022 BARCELONA		
State/Country:	SPAIN		
Entity Type:	Corporation: SPAIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3330992	ALTABAX	
CORRESPONDENCE DATA			
Fax Number:	2165796073		
<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:	216-579-1700		
Email:	tmdocket@pearne.com		
Correspondent Name:	JOHN P. MURTAUGH/PEARNE & GORDON LLP		
Address Line 1:	1801 EAST 9TH STREET, SUITE 1200		
Address Line 4:	CLEVELAND, OHIO 44114-3108		
NAME OF SUBMITTER:	JOHN P. MURTAUGH		
SIGNATURE:	/johnpmurtaugh/		
DATE SIGNED:	08/14/2017		
Total Attachments: 5			
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Altabax Trademark Assignment

This Altabax Trademark Assignment (this "Assignment") is made and dated as of November 19, 2015 by and between Glaxo Group Limited, a company incorporated under the laws of England, with registered number 0305979 ("GGL"), and GlaxoSmithKline Intellectual Property (No.2) Limited, a company incorporated under the laws of England, with registered number 08283252 ("GSKIP2" and together with GGL "Assignor"), and Almirall, S.A., a corporation existing under the laws of Spain ("Assignee"). Assignor and Assignee may each be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Assignor and Assignee and certain other parties have entered into a Main Agreement dated the date hereof (the "Main Agreement") contemporaneously with the execution of this Assignment (capitalized terms used herein which are not defined herein will have the meanings given such terms in the Main Agreement);

WHEREAS, among the assets to be transferred by Assignor to Assignee under the Main Agreement are the Trademarks identified in Schedule I attached hereto in the Altabax Territory (the "Altabax Trademarks"); and

WHEREAS, Assignee desires to accept this Assignment of all of Assignor's rights in the Altabax Trademarks;

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

1. Assignor does hereby sell, assign and transfer to Assignee all of its rights, title and interests in and to the Altabax Trademarks in the Altabax Territory. The rights of Assignee at common law and/or to the end of the term or terms of which registration of the Altabax Trademarks may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor in the Altabax Territory if this Assignment and sale of the Altabax Assets had not been made; including all claims for royalties for licensing of the Altabax Trademarks and damages by reason of past infringement(s) of the Altabax Trademarks, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

2. At the expense of Assignee, Assignor will (i) execute such additional documents as are necessary to transfer, defend, register, or otherwise give full effect to and perfect the rights of Assignee in the Altabax Trademarks; and (ii) take such further actions as Assignee may request in order to register and record this Assignment at the appropriate registries throughout the Territory to demonstrate Assignee's title to the Altabax Trademarks.

3. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Altabax Trademarks and all common law rights and associated goodwill relating to such Altabax Trademarks from Assignor to Assignee as provided in the Main Agreement. Nothing

contained in this Assignment is intended to modify any of the provisions of the Main Agreement as they relate to the Altabax Trademarks and the common law rights and associated goodwill relating to such Altabax Trademarks, including any of the representations, warranties, covenants or indemnities set forth in the Main Agreement. In the event of any conflict between this Assignment and the Main Agreement, the Main Agreement controls.

4. This Assignment shall be binding upon the successors and assigns of Assignor and Assignee.

5. This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State. The Parties agree that any dispute arising out of or relating to this Assignment shall be resolved solely by means of the procedures set forth in Article 15 of the Main Agreement.

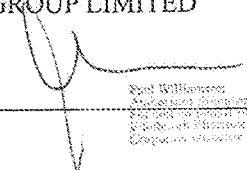
6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

GLAXO GROUP LIMITED

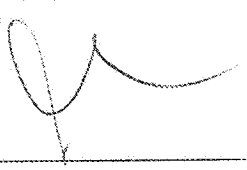
ALMIRALL, S.A.

By: 
Name: _____
Title: _____

Paul Williams
Amirall S.A.
For and on behalf of
Almirall, S.A.
Registered in the
Commercial Register

By: _____
Name: _____
Title: _____

GLAXOSMITHKLINE
INTELLECTUAL PROPERTY (NO.2)
LIMITED

By: 
Name: _____
Title: _____

Paul Williams
Amirall S.A.
For and on behalf of
Almirall, S.A.
Registered in the
Commercial Register


Signature page to Altanax Trademark Assignment

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first written above.

GLAXO GROUP LIMITED

ALMIRALL, S.A.

By: _____
Name:
Title:

By: 
Name: Edmundo Sanchez
Title: CEO

GLAXOSMITHKLINE
INTELLECTUAL PROPERTY (NO.2)
LIMITED

By: _____
Name:
Title:

Signature page to Altanax Trademark Assignment

Schedule I

Altabax Trademarks

Trademark	Country	Class	Application Number	Application Date	Registration Number	Registration Date
ALTABAX	USA	5	78618953	28/Apr/2005	3330992	06/Nov/2007