

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHEFARO IRELAND LTD		03/15/2016	COMPANY: IRELAND
RECEIVING PARTY DATA			
Name:	OMEGA PHARMA INNOVATION & DEVELOPMENT NV		
Street Address:	Venecoweg 26		
City:	NAZARETH		
State/Country:	BELGIUM		
Postal Code:	9810		
Entity Type:	Naamloze Vennootschap (Nv): BELGIUM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2241671	POUDRE DERMOPHILE STERILISEE DE T.LECLER	
CORRESPONDENCE DATA			
Fax Number:	7037161180		
<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:	703-716-1191		
Email:	eteas@gbpatent.com		
Correspondent Name:	Jeffrey H. Handelsman		
Address Line 1:	1950 Roland Clarke Place		
Address Line 2:	Greenblum & Bernstein, P.L.C.		
Address Line 4:	Reston, VIRGINIA 20191		
DOMESTIC REPRESENTATIVE			
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		
NAME OF SUBMITTER:	Jeffrey H. Handelsman (Ref.: T36399)		
SIGNATURE:	/Jeffrey H. Handelsman/		
DATE SIGNED:	09/21/2017		

OP \$40.00 2241671

Total Attachments: 2

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DEED OF ASSIGNMENT

Between the undersigned:

CHEFARO IRELAND Ltd
An Irish Company
First Floor, Block A
The Crescent Building
Northwood Office Park
Dublin 9
Ireland

Hereinafter referred to as the « ASSIGNOR »
On the one hand,

And:

OMEGA PHARMA INNOVATION & DEVELOPMENT NV
A Belgian company (N.V. – company n° 0884084724)
Venecoweg 26
9810 NAZARETH
Belgium

Hereinafter referred to as the « ASSIGNEE »,
On the other hand.

WHEREAS:

The ASSIGNOR is the owner in the UNITED STATES OF AMERICA of the following registered trademarks:

- POUDRE DERMOPHILE STERILISEE DE T.LECLERC (device) filed on 1 June 1994 under No. 74/532096 and registered on 27 April 1999 under No.2241671.

This trademark - hereunder referred to as the « TRADEMARK » - is filed in class 3, according to the specification of goods indicated in the certificate of registration enclosed.

The ASSIGNEE wishes to acquire full ownership of the TRADEMARK, for all the goods covered by the registration, and the ASSIGNOR agrees to transfer it.

THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:

Article 1 – Purpose of the deed and scope of the assignment

The ASSIGNOR hereby assigns from this day to the ASSIGNEE who accepts, the full ownership of the TRADEMARK, without limitation or reservation, for all goods covered, and with the goodwill associated with the mark.

Article 2 - Grant of the title

The ASSIGNOR undertakes to deliver, on the effective date of the present act, to the ASSIGNEE, all the documents permitting to exploit the TRADEMARK properly, notably the certificate of registration.

Article 3 - Assignment Price

As counterpart of the present assignment, the ASSIGNEE pays to the ASSIGNOR, on the day of the signature of the present act, a sum of 1 (one) euro, the receipt of which is hereby acknowledged.

Article 4 - Guarantees

The ASSIGNOR declares that he has not granted any license, partial or total assignment nor pledge or security on the TRADEMARK to any individual or corporation and that it is consequently free to assign the rights attached to it.

The ASSIGNOR warrants that the TRADEMARK has not been the subject of any litigation or any claim of ownership by a third party to date.

Article 5 – Effects of the assignment

The ASSIGNOR hereby assigns to the ASSIGNEE who accepts at his own risks, the full ownership of the TRADEMARK.

The ASSIGNEE is substituted into all the rights of the ASSIGNOR on the TRADEMARKS, so that from the effective date of the present assignment he will hold and enjoy the full property of the TRADEMARK and will have the right to exploit it at his discretion, to renew it or to give it up.

The present assignment includes the right for the ASSIGNEE to intent any legal action notably for infringement relating to all the acts done before or after the assignment.

Article 6 – Recordal in the Trademark Register

Power is given to the ASSIGNEE, holder of a copy of the present deed, to proceed to the recordal of the change of owner before the concerned Trademark Register.

The ASSIGNEE will bear the costs of this recordal.

Article 7 – Miscellaneous

Any conflict which may arise relating to the interpretation or/and to the performing of this agreement shall, by common agreement between the parties, be submitted exclusively to Gent Commercial Court, Belgium.

This agreement binds not only the parties hereto but also the affiliates, assignees, licensees and the other lawful successors of the parties.


The assignment will become effective as of at the last dated signature (« effective date »).

Signed in two originals

For the ASSIGNOR

At Nazareth, on 15 March 2016

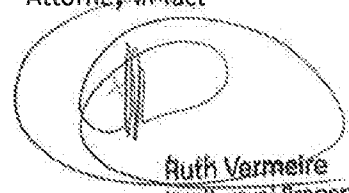
Ms Ruth VERMEIRE
Attorney-in-fact


Ruth Vermeire
Intellectual Property Manager
As Attorney

For the ASSIGNEE

At Nazareth, on 15 March 2016

Ms Ruth VERMEIRE
Attorney-in-fact


Ruth Vermeire
Intellectual Property Manager
As Attorney

TRADEMARK