

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447120

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		08/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Chemo Research SL		
Street Address:	Calle Manuel Pombo Angulo 28, FLOOR 3-4		
City:	Madrid		
State/Country:	SPAIN		
Postal Code:	28050		
Entity Type:	Limited Liability Company: SPAIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5055194	NUVESSA	
Registration Number:	5060075		
CORRESPONDENCE DATA			
Fax Number:	7877253144		
<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:	7877223446		
Email:	mail@marcas-estadosunidos.com		
Correspondent Name:	Vivian Ortiz Ponce		
Address Line 1:	P.O. Box 9024163		
Address Line 4:	San Juan, PUERTO RICO 00902-4163		
NAME OF SUBMITTER:	Vivian Ortiz Ponce		
SIGNATURE:	/Vivian Ortiz Ponce/		
DATE SIGNED:	10/13/2017		
Total Attachments: 8			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS ASSIGNMENT (this "**Agreement**") is entered into on this 9th day of August, 2017 (the "**Execution Date**"), by and between Allergan Sales, LLC, a Delaware limited liability company with its principal place of business at 400 Interpace Parkway, Bldg A, Parsippany, New Jersey 07054 ("**Transferor**") and Chemo Research SL, a limited liability company (*sociedad limitada*) organized under the laws of the Kingdom of Spain, with its principal place of business at Calle Manuel Pombo Angulo 28, Floor 3 - 4, 28050 Madrid, Spain ("**Transferee**"), and together with **Transferor**, the "**Parties**").

WHEREAS, Transferee and Transferor have entered into that certain Asset Purchase Agreement, dated as of August 9, 2017 (the "**Asset Purchase Agreement**"), pursuant to which Transferor has agreed to, or to cause its Affiliates (as defined in the Asset Purchase Agreement) to, sell, transfer, assign, convey and deliver to Transferee, and Transferee has agreed to acquire various assets, including the Trademarks and Domain Names; and

WHEREAS, the Asset Purchase Agreement provides for the execution and delivery of this Agreement by which Transferor will assign, transfer, convey and deliver to Transferee all of its rights, title and interest in the Trademarks and the Domain Names, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for the mutual promises and covenants contained herein, the legal sufficiency of which consideration is hereby acknowledged, the Parties, with the intent to be legally bound, agree as set forth herein.

ARTICLE I

"**Domain Names**" shall mean the domain names listed in Schedule 2.

"**Trademarks**" shall mean the United States and Swiss trademark registrations listed in Schedule 1.

ARTICLE II

For good and valuable consideration, the sufficiency of which is hereby acknowledged, effective as of the date hereof, the Transferor hereby assigns, conveys and delivers unto Transferee (or its designee), all right, title and interest that it owns in and to the Trademarks and in the Domain Names, together with the goodwill of the business represented by the Trademarks, and including all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the Closing, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, or other violation thereof, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

ARTICLE III

Transferor hereby represents and warrants that, at the date hereof, it is fully entitled and authorized to transfer the ownership of all rights it holds to the Trademarks and the Domain Names to Transferee.

ARTICLE IV

The Parties shall work together in good faith and shall execute and deliver such other documents, including executing and delivering a duly executed assignment of the Trademarks in the form of Exhibit 1 hereto for recording at the U.S. Patent and Trademark Office and the Swiss Federal Institute of Intellectual Property, and shall take such further actions, in each case, at Transferee's cost and expense, as may be reasonably required to give effect to the foregoing assignment. Transferee shall be solely responsible for, and shall proceed with, the recording of such duly executed assignment of the Trademarks at the U.S. Patent and Trademark Office and the Swiss Federal Institute of Intellectual Property. The Parties, each at its own expense, shall cooperate promptly with the other in facilitating the transfer to Transferee of the Domain Names.

ARTICLE V

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New York, without giving effect to choice of laws rules.

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one instrument. This Agreement may be executed by facsimile or PDF signature and each such signature shall be treated in all respects as having the same effect as an original signature.


No modification or amendment to this Agreement shall be binding unless made in writing and duly executed by or on behalf of each party.

*[Remainder of page intentionally left blank.
Signature page follows.]*

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

TRANSFEROR:

ALLERGAN SALES, LLC

By: 
Name: A. Robert D. Bailey
Title: President

TRANSFeree:

CHEMO RESEARCH SL

By: _____
Name: _____
Title: _____

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

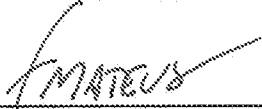
TRANSFEROR:

ALLERGAN SALES, LLC

By: _____
Name: _____
Title: _____


TRANSFeree:

CHEMO RESEARCH SL

By:  _____
Name: FERNANDO MATEUS
Title: CEO - USA

[Signature Page to Trademark and Domain Name Assignment Agreement]

SCHEDULE 1
TRADEMARKS

Trademark	Country	Application Date	Application Number	Registration Date	Registration Number	Class
NUVESSA	US	October 22, 2014	86430784	October 4, 2016	5055194	05
	US	October 22, 2014	86430944	October 11, 2016	5060075	05
NUVESSA	Switzerland	August 28, 2000	10213/2000	February 21, 2001	P-481786	05

SCHEDULE 2
DOMAIN NAMES

1. www.nuessa-cream.com
2. www.nuessa-us.com
3. www.nuessa.com
4. www.nuessacream.com
5. www.nuessahcp.com
6. www.bvupdates.com

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS

WHEREAS, Allergan Sales, LLC, a Delaware limited liability company with its principal place of business at 400 Interpace Parkway, Bldg A, Parsippany, New Jersey 07054, a Delaware limited liability company ("Assignor"), is the owner of the trademarks registered in the United States of America and Switzerland listed in the attached schedule (hereinafter, the "Trademarks"); and

WHEREAS, Chemo Research SL, a limited liability company (*sociedad limitada*) organized under the laws of the Kingdom of Spain, with its principal place of business at Calle Manuel Pombo Angulo 28, Floor 3 - 4, 28050 Madrid, Spain ("Assignee"), is desirous of acquiring the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Closing (as defined in the Asset Purchase Agreement), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business represented by the Trademarks, and including all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the Closing, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, or other violation thereof, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

ASSIGNOR:

ALLERGAN SALES, LLC


By: 

Name: A. Robert D. Bailey

Title: President

Date: _____

SCHEDULE OF TRADEMARKS

Trademark	Country	Application Date	Application Number	Registration Date	Registration Number	Class
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