

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merck Sharp & Dohme Corp.		09/12/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Aralez Pharmaceuticals Trading Designated Activity Company		
Street Address:	47-49 St. Stephen's Green		
City:	Dublin		
State/Country:	IRELAND		
Entity Type:	Designated Activity Company: IRELAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4628973	ZONTIVITY	
Registration Number:	4729043		
Registration Number:	4729044		
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	2155695767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
NAME OF SUBMITTER:	David M. Perry		
SIGNATURE:	/David M. Perry/		
DATE SIGNED:	11/01/2017		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made as of this [2] day of ~~Sept~~ ~~1997~~ ~~1998~~, by and between Merck Sharp & Dohme Corp., a New Jersey corporation ("Seller") and Aralez Pharmaceuticals Trading DAC, an Irish designated activity company ("Buyer"). Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is the owner in the applicable jurisdiction of the Trademarks registrations and applications set forth on Schedule A attached hereto and made part hereof (collectively, the "Purchased Trademarks");

WHEREAS, Seller's Affiliate, Schering-Plough (Ireland) Company, and Buyer have entered into that certain Asset Purchase Agreement, dated as of September 6, 2016 (the "Asset Purchase Agreement") and that certain License Agreement dated as of September 6, 2016 (the "License Agreement"); and

WHEREAS, in accordance with the Asset Purchase Agreement and the License Agreement, Buyer has agreed to acquire from Seller and Seller has agreed to sell, transfer, convey, assign and deliver to Buyer all of Seller's rights, title and interest in and to the Purchased Trademarks, together with the goodwill of the business associated with and symbolized by the Purchased Trademarks.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement and the License Agreement, this Trademark Assignment and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** Unless otherwise specifically provided herein, capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement and the License Agreement.
2. **Conveyance and Acceptance of Purchased Trademarks.** In accordance with the provisions of the Asset Purchase Agreement and the License Agreement, (a) Seller hereby sells, assigns, transfers, conveys and delivers to Buyer (and to Buyer's successors, legal representatives, and assigns), all of its right, title and interest in and to the Purchased Trademarks in the jurisdiction set forth opposite each such Purchased Trademark on Schedule A, including all common law rights therein and all trademark registrations and registration applications relating to the Purchased Trademarks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademarks, all rights to bring an

action, whether at law or in equity, for infringement or other violation of the Purchased Trademarks against any Third Party, all rights to recover damages, profits and injunctive relief for infringement or other violation of the Purchased Trademarks, and all goodwill of the business associated with and symbolized by the Purchased Trademarks; *provided, however*, that no such rights are being assigned hereunder with respect to any Excluded Assets, Excluded Items or Excluded Liabilities; and (b) Buyer hereby accepts such sale, transfer, conveyance, assignment and delivery.

3. **Recordation.** Seller hereby authorizes Buyer to record this Trademark Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant Governmental Authorities. All costs and expenses, including Third Party filing and recordation fees and other disbursements, associated with the conveyance of the Purchased Trademarks and with the recordation of this Trademark Assignment shall be borne solely by Buyer.
4. **Asset Purchase Agreement and License Agreement Control.** Notwithstanding any other provision of this Patent Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Buyer or Seller set forth in the Asset Purchase Agreement or the License Agreement. This Trademark Assignment is subject to and governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement and the License Agreement. Nothing contained herein is intended to modify or supersede any of the provisions of the Asset Purchase Agreement or the License Agreement.
5. **Further Assurances.** Seller agrees, at Buyer's expense, to take such further action and to execute and deliver such additional instruments and documents as Buyer may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment including signing all papers and documents, taking all lawful oaths and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of trademarks or applications of Purchased Trademarks.
6. **Miscellaneous.**
 - (a) **Expenses.** All costs and expenses associated with the conveyance under this Trademark Assignment of all right, title and interest of Seller in and to the Purchased Trademarks shall be borne solely by Buyer.
 - (b) **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other

electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

[Signature page follows]

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

MERCK SHARP & DOHME CORP.

By: 

Name: CHRISTOPHER BOWINGER
Title: DIRECTOR, TRADEMARKS

ARALEZ PHARMACEUTICALS TRADING
DAC

By: 

Name: CONOR WALSH
Title: DIRECTOR

[Signature Page to Trademark Assignment]

SCHEDULE A

PURCHASED TRADEMARKS

Mark	Country	Status	Sub Status	App. Date/ App No.	Reg. Date/ Reg. No.	Renewal Date	Owner
ZONTIVITY	Canada	Filed	Pending	10/16/2013 1648078			Merck Sharp & Dohme Corp.
ZONTIVITY Two Ribbon Design	Canada	Filed	Pending	05/12/2014 1676575			Merck Sharp & Dohme Corp.
ZONTIVITY	United States	Registered	To Be Renewed	04/28/2011 85307417	10/28/2014 4628973	10/28/2024	Merck Sharp & Dohme Corp.
ZONTIVITY Two Ribbon Design	United States	Registered	To Be Renewed	04/09/2014 86247658	04/28/2015 4729043	04/28/2025	Merck Sharp & Dohme Corp.
ZONTIVITY Two Ribbon Design	United States	Registered	To Be Renewed	04/09/2014 86247665	04/28/2015 4729044	04/28/2025	Merck Sharp & Dohme Corp.

STATE OF NEW JERSEY
 } ss
 COUNTY OF UNION }

On this 12 day of SEPTEMBER 2017, before me personally appeared CHRISTOPHER GRANDES, to me personally known, who, being duly sworn, did say that he/she is the DIRECTOR TRADEMARKS of Merck Sharp & Dohme Corp. and that he/she duly executed the foregoing instrument for and on behalf of Merck Sharp & Dohme Corp. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Rosa Scasso-Viola

Notary Public

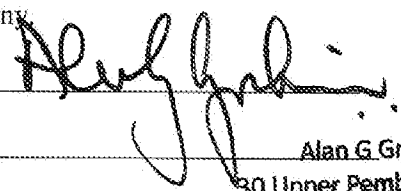
Expiration Date: MARCH 18, 2021

Rosa Scasso-Viola
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 My Commission Expires March 18, 2021

STATE OF IRELAND
COUNTY OF DUBLIN

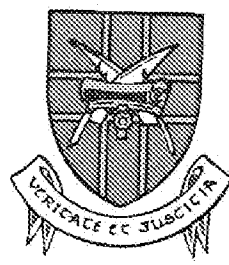
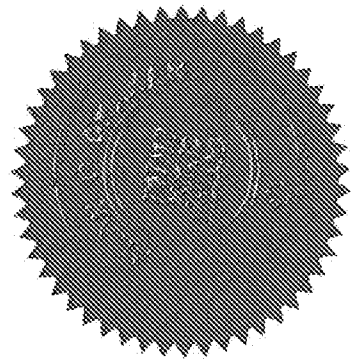
On this 18th day of October, 2017, before me personally appeared Conor Hayes to me personally known, who, being duly sworn, did say that he/she is the Director of Aralez Pharmaceuticals Trading DAC and that he/she duly executed the foregoing instrument for and on behalf of Aralez Pharmaceuticals Trading DAC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Notary Public
Expiration Date:



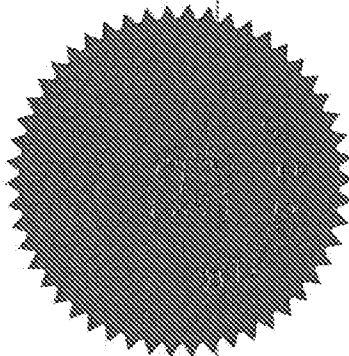
Alan G. Graham
30 Upper Pembroke Street
Dublin 2

Notary Public
Commissioned for Life



TO WHOM ALL THESE PRESENTS SHALL COME I ALAN G GRAHAM
Notary Public, duly authorised, admitted, sworn and practising at
30 Upper Pembroke Street in the City and County of Dublin DO
HEREBY CERTIFY AND ATTEST THAT the attached is copy of
Trademark Assignment between Merck Sharp & Dhome Corp and
Aralez Pharmaceuticals Trading DAC, as produced and presented
to me.

IN FAITH AND TESTIMONY whereof I have set my hand and
affixed my Seal of Office.



Dated at 30 Upper Pembroke Street in the
City of Dublin, Ireland
on the 18th day of October
in the Year Two Thousand and Seventeen

ALAN G GRAHAM
NOTARY PUBLIC at, in and for the City of Dublin
and the Administrative Counties of
South Dublin, Fingal, Dun Laoghaire-Rathdown and
the Counties of Kildare, Meath and Wicklow, Ireland
Commissioned for Life