

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acorda Therapeutics, Inc.		11/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Covis Pharma B.V.		
Street Address:	Bahnhofstrasse 11, CH-6300		
City:	Zug		
State/Country:	SWITZERLAND		
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3341341	ZANAFLEX CAPSULES	
Registration Number:	2383531	ZANAFLEX	
CORRESPONDENCE DATA			
Fax Number:	9735972597		
<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:	9735972596		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew Hintz, Esq.		
Address Line 1:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	27208.169		
NAME OF SUBMITTER:	Matthew Hintz		
SIGNATURE:	/Matthew Hintz/		
DATE SIGNED:	12/19/2017		
Total Attachments: 5			
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source=Trademark Assignment for ZANAFLEX marks from Acorda Therapeutics#page2.tif			
source=Trademark Assignment for ZANAFLEX marks from Acorda Therapeutics#page3.tif			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “**Assignment**”) is entered into and made effective this 13th day of November, 2017, by and between Acorda Therapeutics, Inc., a Delaware corporation (“**Assignor**”), and Covis Pharma B.V., acting through its Zug Branch, a private company with liability incorporated under the laws of the Netherlands, having its official seat in Baarn, the Netherlands (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement, dated as of November, 2017, between Assignor and Assignee (the “**Asset Purchase Agreement**”).

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor is transferring certain assets and liabilities of Assignor to Assignee; and

WHEREAS, the Asset Purchase Agreement contemplates Assignor and Assignee entering into this Assignment in order to effectuate certain of the transfers contemplated by the Asset Purchase Agreement in accordance with the terms and conditions set forth therein and herein.

NOW, THEREFORE, in consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, its successors, legal representatives and assigns, all of Assignor’s rights in and under the Trademarks set forth on Appendix A attached hereto and all goodwill associated therewith and symbolized thereby (hereinafter, collectively, the “**Trademarks**”), as well as all rights and priorities afforded under the trademark laws of the United States or any international agreement, treaty, law or convention in which any rights in any such Trademarks may exist, and all of Assignor’s rights to sue or to bring any action or to assert any claim, whether at law or in equity, against any third party relating to any of the Trademarks, including without limitation for past, present or future infringement, misappropriation, dilution or other unauthorized use of any of the Trademarks, to obtain injunctive relief, and to recover or collect royalties, damages, and profits, including without limitation for such past, present or future infringement, misappropriation, dilution or other unauthorized use of the Trademarks.

2. Assignor hereby covenants and agrees that it will not execute any agreement in conflict herewith.

3. Assignor, at Assignee’s expense, hereby agrees to prepare, execute and, if required under applicable Law, have notarized any further intellectual property assignments required to transfer the Trademarks to Assignee.

4. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, to act for and in its behalf and stead, to execute and file any such documents and to do all other lawfully permitted acts to register, evidence or perfect Assignee’s rights under this Assignment, including without limitation as required or contemplated by Section 3 hereof or by the Asset Purchase Agreement,

with the same legal force and effect as if executed by Assignor or any of its successors, legal representatives or assigns.

5. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

6. Except in connection with a permitted assignment of the Asset Purchase Agreement, the rights and obligations of the parties under this Assignment shall not be assignable by either Assignor or Assignee without the written consent of the other party. This Assignment shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

7. This Assignment shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of Assignor or Assignee

8. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.

9. This Assignment may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the Assignor warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.



Assignor: Acorda Therapeutics, Inc.

Signature: [Handwritten Signature]

Typed Name: Ron Cohen

Title: President and CEO

Address: 470 Saw Mill River Rd Ardsley NY 10502

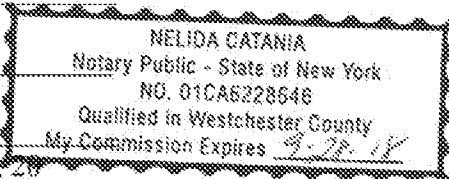
Date:

State of New York)
) SS:
County of Westchester)

On this 6 day of October, 2017, before, me Nelida Catania Notary Public, personally appeared Ron Cohen, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ authorized capacity, and that by his/her/ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

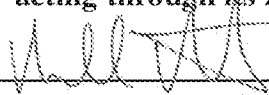
[Handwritten Signature]
Name _____
Notary Public of _____
No. _____
Qualified in _____
Commission Expires _____



HEREBY ACKNOWLEDGED AND AGREED TO:

Assignee: **COVIS PHARMA B.V.**
acting through its Zug Branch

Signature:



Typed

Name: Michael Porter

Title: Chief Executive Officer

Address: Bahnhofstrasse 11, CH-6300 Zug, Switzerland

Date: November 7th, 2017

Appendix A

Trademarks

Mark	Registration No.	Serial No.
Zanaflex Capsules	3341341	78713378
Zanaflex	2383531	75186534