

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CorePharma, L.L.C.		12/28/2017	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Mountain, LLC		
Street Address:	31047 Genstar Road		
Internal Address:	c/o Impax Laboratories, Inc.		
City:	Hayward		
State/Country:	CALIFORNIA		
Postal Code:	94544		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3930148	ISODITRATE	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<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:	(202) 956-7685		
Email:	carrier@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W., Suite 700		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 20006-5215		
NAME OF SUBMITTER:	Rita M. Carrier		
SIGNATURE:	/Rita M. Carrier/		
DATE SIGNED:	01/05/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”), dated as of December 28, 2017 (the “**Effective Date**”), is made by and between CorePharma, L.L.C., a New Jersey limited liability company governed by the New Jersey Limited Liability Company Act (“**Assignor**”), and Mountain, LLC, a Delaware limited liability company (“**Assignee**”) (each of Assignor and Assignee, a “**Party**,” and, collectively, the “**Parties**”).

WHEREAS, Assignor and Assignee have entered into that certain Intellectual Property Assignment, dated as of even date herewith (the “**Assignment**”), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain assets;

WHEREAS, pursuant to the Assignment, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of the Assignor’s right, title, and interest in and to certain Trademarks (as defined in the Assignment) included in such assets, including those trademark registrations and applications for trademark registration set forth on Schedule A attached hereto (the “**Assigned Trademarks**”);

WHEREAS, Assignor desires to sell, transfer, assign, convey, and deliver all of Assignor’s right, title, and interest in and to the Assigned Trademarks to Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title, and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and covenants set forth in this Agreement and in the Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intend to be legally bound hereby, each of Assignor and Assignee hereby agrees as follows:

1. Assignor hereby irrevocably sells, transfers, assigns, conveys, and delivers to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Assigned Trademarks, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, including (a) all goodwill associated therewith and symbolized thereby, (b) any and all rights of priority thereto and renewals thereof; (c) all past, present, and future claims, counterclaims, credits, causes of actions, choses in action, rights of recovery, and rights of setoff against any person, together with the right to sue for past, present or future infringement, dilution, unauthorized use, or other violation relating to the Assigned Trademarks, and the right to collect and retain any damages, lost profits, legal fees, and costs, including, in each case, from acts that may have occurred prior to the Effective Date; (d) all income, royalties, or payments now or hereafter due or payable with respect to the Assigned Trademarks and any other economic or beneficial interest in the Assigned Trademarks; and (v) any and all other rights arising out of, in connection with or relating to the Assigned Trademarks and any of the foregoing (collectively, the “**Assigned Trademark Rights**”).
2. Assignee and its successors, assigns, or other legal representatives shall hold the Assigned Trademark Rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been entered into by the Parties.
3. At Assignee’s request and at Assignee’s reasonable expense, Assignor shall provide to Assignee, and its successors, assigns, or other legal representatives, cooperation and

assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, pertinent facts, and other documentation as may be required): (a) to prepare and prosecute any application for the Assigned Trademark Rights; (ii) to prosecute or defend any opposition, cancellation, litigation, or other proceeding that may arise in connection with any of the Assigned Trademark Rights, including testifying as to any facts relating to the Assigned Trademark Rights and this Assignment; (iii) to obtain, maintain, issue, reissue, continue, and enforce the Assigned Trademark Rights; (iv) to obtain any additional protection for the Assigned Trademark Rights that Assignee deems necessary or desirable; and (v) to effectuate or perfect the assignment of the Assigned Trademark Rights under Section 1 of this Agreement or otherwise effect the intent of the Parties under this Agreement, including by executing such further documentation and performing such further acts as may be necessary to protect, secure, and vest good, valid, and marketable title in and to the Assigned Trademark Rights in Assignee.

4. All covenants and obligations in this Agreement shall be binding on and inure to the benefit of Assignor, Assignee, and their respective successors, assigns, and other legal representatives.

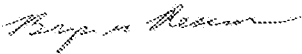
5. Assignor hereby authorizes and requests the Commissioner of Trademarks or other applicable official at the United States Patent and Trademark Office, and any official of any other jurisdiction or organization whose duty it is to issue Trademarks, or any legal equivalent thereof, to record Assignee as the assignee and the owner of all right, title, and interest in and to the Assigned Trademarks.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

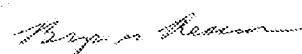
7. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Trademark Assignment Agreement to be executed by its respective duly authorized representative as of the Effective Date.

COREPHARMA, L.L.C.

By: 
Name: Bryan M. Reasons
Title: Chief Financial Officer

MOUNTAIN, LLC

By: 
Name: Bryan M. Reasons
Title: Chief Financial Officer

Schedule A

Assigned Trademark

<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
ISODITRATE	3,930,148	March 8, 2011	United States