

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stiefel Laboratories, Inc.		08/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Mayne Pharma, LLC		
Street Address:	1240 Sugg Parkway		
Internal Address:	Attn Senior Patent Counsel		
City:	Greenville		
State/Country:	NORTH CAROLINA		
Postal Code:	27834		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4436861	FABIOR	
Registration Number:	4552190	SORILUX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	61882092626		
Email:	doreen.perrin@maynepharma.com		
Correspondent Name:	Mayne Pharma, LLC		
Address Line 1:	1240 Sugg Parkway		
Address Line 2:	Attn Senior Patent Counsel		
Address Line 4:	Greenville, NORTH CAROLINA 27834		
NAME OF SUBMITTER:	Doreen perrin		
SIGNATURE:	/doreen.perrin/		
DATE SIGNED:	04/18/2018		
Total Attachments: 11			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”), dated as of the 17th day of August, 2016, (the “Effective Date”), is between Stiefel Laboratories, Inc., a Delaware corporation with an address at c/o Corporation Services Company, 2711 Centerville Road, Wilmington, DE 19808, USA, and Glaxo Group Limited, a company organized and existing under the laws of the United Kingdom, having a principal place of business at Glaxo Wellcome House, Berkeley Avenue, Greenford, Middlesex UB6 0NN, England (collectively, the “Assignor”), and Mayne Pharma, LLC (the “Assignee”; collectively with the Assignor, the “Parties” and Assignor and Assignee are sometimes individually referred to as a “Party”).

A. The Parties have entered into an Asset Purchase Agreement, dated as of August 17, 2016 (the “Purchase Agreement”).

B. Under the Purchase Agreement, and subject to the terms thereof, the Assignor is required to assign, transfer, deliver, and convey to the Assignee all of the Assignor’s rights, title, and interest in and to each Trademark set forth in **Exhibit A** (together, the “Assigned Trademarks” and each such Trademark an “Assigned Trademark”) and including all rights under common law relating to each Assigned Trademark, the corresponding registrations and applications for each Assigned Trademark, and the goodwill appurtenant to each of the foregoing.

The Parties hereby agree as follows:

- 1. Assignment.** The Assignor hereby assigns, transfers, delivers, and conveys to the Assignee, and the Assignee hereby purchases and acquires from the Assignor, all of the Assignor’s right, title, and interest in and to (a) each Assigned Trademark in the Territory, free and clear of Encumbrances (other than Permitted Encumbrances), including all rights under common law relating to each Assigned Trademark, the corresponding registrations and applications in the Territory for each Assigned Trademark (including any renewals and extensions of such registrations, now or hereafter in effect), and the goodwill appurtenant to each of the foregoing described in this clause (a), and (b) all rights to bring an action, whether at law or in equity, for infringement, dilution, or misuse of each Assigned Trademark against any Person, and all rights against any Person to recover damages, to recover profits, and to secure injunctive relief for all past, present, or future infringement, dilution, or misuse of each Assigned Trademark.
- 2. Purchase Agreement Controls.** The terms hereof are subject in all respects to the terms of the Purchase Agreement. Nothing herein in any way supersedes, enlarges, narrows, or modifies (and nothing herein will be deemed to supersede, enlarge, narrow, or modify) any provision of the Purchase Agreement. If there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, then the terms of the Purchase Agreement will control. All capitalized terms used and not defined herein will have the meanings ascribed to them in the Purchase Agreement.

3. Miscellaneous.

- (a) **Further Assurances.** Each Party shall, without further consideration, prepare, execute, acknowledge, file, record, publish, and deliver such other instruments, documents, and statements, and take such other actions as might be required by Law or reasonably necessary to effectively carry out the purposes hereof.
- (b) **Notices.** To be valid for purposes hereof, any notice, request, demand, waiver, consent, approval, or other communication (any of the foregoing, a “Notice”) that is given pursuant hereto must be in writing and delivered in the manner set forth in Section 9.3 of the Purchase Agreement.
- (c) **Authorization.** Assignor hereby authorizes the Assistant Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, transfer the registered owner of the Assigned Trademarks to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument and the Purchase Agreement.
- (d) **Amendments; Waivers.**
 - (i) This Assignment can be amended if, and only if, such amendment is in writing and is signed by each Party.
 - (ii) No waiver by any Party of such Party’s rights, powers, or privileges hereunder, will be binding against the other Party. No such waiver by a Party will be enforceable against such Party unless such waiver was given in a written instrument signed by such Party. The waiver by any Party of any of such Party’s rights, powers, or privileges hereunder arising because of any claimed breach, default, or misrepresentation under or with respect to a provision hereof, whether intentional or not, will not thereby extend (and will not be deemed to thereby extend) to any prior separate or subsequent breach, default, or misrepresentation, respectively, by such Party and will not affect in any way any rights, powers, or privileges arising by virtue of any such prior separate or subsequent occurrence. No failure or delay by any Party in exercising any of such Party’s rights, powers, or privileges hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder or otherwise.
 - (iii) Emails, including emails that bear an electronic “signature block” identifying the sender, do not constitute signed writings for purposes of this **Section 3(d)**.
- (e) **Governing Law.** This Assignment is governed by, and is to be interpreted and enforced in accordance with, the internal Laws of the State of New York

applicable to contracts entered into and performed entirely within the State of New York without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

- (f) **Counterparts.** Each Party is permitted to execute this Assignment in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. Each Party is permitted to deliver this Assignment to the other Parties by means of delivery of one or more counterpart signature pages via facsimile or as an attachment in portable document format (.pdf) to an email addressed to the recipient Party. Any photographic copy, photocopy, or similar reproduction of this Assignment, any electronic file of this Assignment in portable document format (.pdf) (or other email attachment format), or any copy of this Assignment delivered by facsimile, in each case with all signatures reproduced on one or more sets of signature pages, will be considered as if it were manually executed.
- (g) **Third-party Beneficiaries.** No provision hereof is intended to confer, no provision hereof will confer, and no provision hereof will be deemed to confer benefits, rights, or remedies upon any Person other than upon the Parties, their respective successors, and their respective permitted assigns.
- (h) **Entire Agreement.** This Assignment and the other Transaction Documents (i) are a final, complete, and exclusive statement of the agreement and understanding of the Parties with respect of the subject matter hereof, (ii) collectively constitute the entire agreement of the Parties with respect to the subject matter hereof, and (iii) supersede, merge, and integrate herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between any of the Parties, whether oral or written, with respect to the subject matter hereof.
- (i) **Captions.** Titles, captions, and headings included herein are for convenience of reference only and are not to affect the meaning, construction, or interpretation hereof or of any provision hereof.
- (j) **Severability.** If any portion or provision hereof is to any extent determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then the remainder hereof, and the application of such portion or provision in circumstances other than those as to which it is so determined to be illegal, invalid, or unenforceable, as applicable, will not be affected thereby. Without limiting the generality of the immediately foregoing sentence, if any portion or provision hereof is determined by any court of competent jurisdiction to be unenforceable by reason of excessive scope as to geographic, temporal, or functional coverage, then such provision will be deemed to extend only over the maximum geographic, temporal, and functional scope as to which such court determines it is permitted to be enforceable.

(k) **Interpretation; Construction.**

- (i) Except as otherwise expressly provided herein: (A) in instances in which a word or phrase is defined herein, each of the other grammatical forms of such word or phrase, respectively, has a correlative meaning; (B) the terms “hereof,” “herein,” “hereunder,” “hereby,” “hereto,” “herewith,” and words of import similar to any of the foregoing are to be construed to refer to this Assignment as a whole and not to any particular provision of this Assignment; (C) a reference herein to a “Section” or “Exhibit” is a reference to a section or exhibit, respectively, of or to this Assignment or, where so specified, the Purchase Agreement; and (D) the words “include,” “includes,” and “including” as used herein are deemed to be followed by the words “without limitation” and the canon of construction *ejusdem generis* is not to be applied with respect to the construction thereof.
 - (ii) Unless otherwise expressly provided herein, any reference to a Contract (including this Assignment) and all other contractual instruments is a reference to such Contract or instrument (including all exhibits, schedules, annexes, indices, appendices, and other attachments thereto) as the same might be amended or otherwise modified in accordance with the terms thereof.
 - (iii) Unless otherwise expressly provided herein, if a Party is expressly or impliedly entitled to exercise discretion hereunder or any rights hereunder, then such Party is permitted to exercise such discretion and rights in such Party’s sole discretion, without considering the interests of any other Person.
 - (iv) The Parties have participated jointly in the negotiation and drafting hereof, and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any Party by virtue of the authorship hereof is not to affect the construction and interpretation hereof.
- (l) **Equitable Relief.** Each Party acknowledges that the rights of each other Party hereunder and with respect hereto are special, unique, and of extraordinary character and that, if a Party breaches or threatens to breach any of such Party’s obligations hereunder, then the other Party (i) might experience irreparable harm as a result thereof and might be without an adequate remedy at law with respect thereto and (ii) is permitted (except to the extent the satisfaction of such obligation has been waived by such non-breaching Party in accordance with the terms hereof), in addition to any remedies for damages or other relief, to institute and prosecute an action in any court of competent jurisdiction (subject to **Section 3(g)**) for equitable relief (including specific performance, a temporary restraining order, and an injunction), without the requirement to post a bond.

- (m) **Business Days.** If any date by which an action is to be taken, or by which a notice is to be provided, hereunder falls on a date that is not a Business Day, then such date will be deemed to refer to the first Business Day after such date.
- (n) **Access to Counsel.** Each Party acknowledges that such Party has had an adequate opportunity to consult with and to engage such Party's own legal counsel in connection with the drafting, negotiation, execution, and delivery of, and discussions regarding, this Assignment.
- (o) **Adequate Consideration.** Each Party acknowledges that such Party has received adequate consideration to support such Party's entry into this Assignment and the promises made by such Party hereunder.
- (p) **Certain Defined Terms.**
- (i) **"Business Day"** means any day that is not a Saturday, that is not a Sunday, and that is not another day on which banks in the State of New York are required or authorized by law to be closed.
 - (ii) **"Contract"** means any note, bond, mortgage, indenture, lease, license, contract, agreement, commitment, arrangement, or other consensual obligation, in each case whether written or oral.
 - (iii) **"Governmental Authority"** means any of the following: (A) the United States or any other country; (B) any State/Country, commonwealth, province, territory, or possession of any of the foregoing and any political subdivision thereof (including counties and municipalities); and (C) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission, board, arbitrator, or panel of arbitrators.
 - (iv) **"Law"** means any statute, law, regulation, ordinance, executive order, judgment, Order, decree, stipulation, injunction, administrative order, common law doctrine, or other regulation or rule of any Governmental Authority.
 - (v) **"Order"** means any award, injunction, judgment, decree, order, writ, determination, ruling, subpoena or verdict or other decision issued, promulgated or entered by any Governmental Authority of competent jurisdiction.
 - (vi) **"Person"** means any individual, trust, corporation, partnership, limited partnership, limited liability company, or other business association or entity, or Governmental Authority.
 - (vii) **"Suit"** means any claim (including any complaint, counterclaim, or cross-claim), suit, litigation, or other proceeding by or before or otherwise

involving any court, in each case whether sounding in contract, tort, or otherwise.

- (viii) **“Transaction Documents”** has the meaning set forth in the Purchase Agreement.

The Parties are signing this Assignment as of the Effective Date.

STIEFEL LABORATORIES, INC.

By: _____
Name:
Title:

GLAXO GROUP LIMITED

By: _____
Name:
Title:

MAYNE PHARMA, LLC

By: _____
Name:
Title:

The Parties are signing this Assignment as of the Effective Date.

STIEFEL LABORATORIES, INC.

By: *Arlene M. Sothorn*
Name: **Arlene M. Sothorn**
Title: **Assistant Secretary**

GLAXO GROUP LIMITED

By: _____
Name:
Title:

MAYNE PHARMA LLC

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006316 FRAME: 0303

The Parties are signing this Assignment as of the Effective Date.

STIEFEL LABORATORIES, INC.

By: _____
Name:
Title:

GLAXO GROUP LIMITED

By: _____
Name: Paul Williamson
Title: Authorised Signatory
For and on behalf of
Edinburgh Pharmaceutical Industries Limited
Corporate Director

MAYNE PHARMA, LLC

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

The Parties are signing this Assignment as of the Effective Date.

STIEFEL LABORATORIES, INC.

By: _____
Name:
Title:

GLAXO GROUP LIMITED

By: _____
Name:
Title:

MAYNE PHARMA LLC

By: _____
Name: Peter Lyubovkin
Title: Authorized Representative

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006316 FRAME: 0305

Schedule A

COUNTRY	MARK	FILED	APPLICATION NO.	REGISTERED	REGISTRATION NO.	OWNER
Brazil	FABIOR	15 Aug 2012	840233990	21 Jul 2015	840233990	Stiefel Laboratories, Inc.
Canada	FABIOR	15 Sep 2011	1543702			Glaxo Group Limited
Egypt	FABIOR	8 Oct 2012	279981			Stiefel Laboratories, Inc.
Hong Kong	FABIOR	20 Sep 2012	302383902	20 Sep 2012	302383902	Stiefel Laboratories, Inc.
Japan	FABIOR	2 Feb 2005	20058148	7 Oct 2005	4900083	Glaxo Group Ltd.
S. Korea	FABIOR	14 Aug 2012	4020120051327	26 Feb 2015	4010899530000	Stiefel Laboratories, Inc.
Mexico	FABIOR	14 Aug 2012	1299919	25 Nov 2013	1412440	Stiefel Laboratories, Inc.
Philippines	FABIOR	15 Aug 2012	42012502129	8 Feb 2013	42012502129	Stiefel Laboratories, Inc.
Saudi Arabia	FABIOR	25 Aug 2012	143310952	26 Sep 2013		Stiefel Laboratories, Inc.
Taiwan	FABIOR	8 Oct 2012	101057169	1 Jun 2013	1580699	Stiefel Laboratories, Inc.
Thailand	FABIOR	10 Oct 2012	866038	10 Oct 2012	Kor374932	Stiefel Laboratories, Inc.

United Arab Emirates	FABIOR	7 Oct 2012	180254	26 May 2014	180254	Stiefel Laboratories, Inc.
USA	FABIOR	5 Jan 2011	85210951	19 Nov 2013	4436861	Stiefel Laboratories, Inc.
Venezuela	FABIOR	14 Aug 2012	2012-1715712			Stiefel Laboratories, Inc.
Vietnam	FABIOR	22 Jan 2013	4201301580	10 Jul 2014	40227723	Stiefel Laboratories, Inc.
USA	SORILUX	29 Feb 2012	85556472	17 Jun 2014	4552190	Stiefel Laboratories, Inc.
Canada	LUXIQ	7 Jun 2004	1219391	24 Oct 2005	TMA651220	Stiefel Laboratories, Inc.
Canada	OLUX-E	2 Jul 2014	1683510	22 Jul 2015	TMA909180	Stiefel Laboratories, Inc.
Canada	VERDESO	8 Dec 2006	1327391	17 Dec 2013	TMA867524	Stiefel Laboratories, Inc.