

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		06/08/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Vivus, Inc.		
Street Address:	900 E. Hamilton Ave.		
Internal Address:	Suite 550		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3887562	PANCREAZE	
Registration Number:	1116815	PANCREASE	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	734-623-1938		
Email:	nmitchell@dickinsonwright.com		
Correspondent Name:	John C. Nishi		
Address Line 1:	350 S. Main St.		
Address Line 2:	Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	29439-2		
NAME OF SUBMITTER:	John C. Nishi		
SIGNATURE:	/John C. Nishi/		
DATE SIGNED:	07/20/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated as of June 8, 2018 ("Effective Date"), and is made from Johnson & Johnson corporation ("Assignor"), to Vivus, Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignor is the owner of those certain trademark registrations set forth in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement dated April 30, 2018, between Janssen Pharmaceuticals, Inc. ("Seller"), a subsidiary of the Assignor, and Assignee (the "Purchase Agreement"), Assignee has agreed to acquire, and Seller has agreed to sell, convey, assign, deliver and transfer to Assignee, all of Seller's and the Divesting Entities' (as defined in the Purchase Agreement) rights, title and interests in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Rights. Effective upon the Effective Date, Assignor, a Divesting Entity, hereby sells, assigns, transfers, conveys and delivers to Assignee all of its rights, title and interests in, to and under (a) the Trademarks, (b) the goodwill associated with the use of and symbolized by the Trademarks, (c) all applications and registrations for the Trademarks, and (d) any and all rights, benefits, privileges and proceeds under the Trademarks throughout the world, including, without limitation, (i) any and all claims by Assignor or any Divesting Entity against any third party for past, present or future infringement, dilution, misappropriation, misuse or other violation of any of the Trademarks, (ii) the exclusive right to apply for and maintain all registrations, renewals and/or extensions thereof, and (iii) the exclusive right to grant licenses or other interests therein.

2. Recordation. Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Trademarks, including without limitation payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities. Assignor agrees that Assignee shall have the rights to register and record its rights in the Trademarks, in its name, in the United States Patent and Trademark Office or the Canadian Intellectual Property Office.

3. Attorney. Assignor hereby appoints Assignee as Assignor's and the Divested Entities' true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Assignor's or any Divested Entity's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's or any Divested Entity's

favor from the respective date of first creation of any of the Trademarks to the date of this Assignment.

4. No Alteration. Each of Assignor and Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

5. Further Assurances. Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including without limitation the execution and acknowledgment of instruments, that may be or become necessary to effect or formalize the transfer of the Trademarks.

6. Miscellaneous. This Assignment is executed and delivered pursuant to, and is in accordance with, the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts together constitute one and the same instrument. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of laws principles.

[Remainder of the page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

JOHNSON & JOHNSON


By: Cheryl L Foytlin
Name: Cheryl L Foytlin
Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006386 FRAME: 0407

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

VIVUS, INC.

By: 
Name: John P. Amos
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006386 FRAME: 0408

Schedule A

Assigned Trademark Registrations and Applications

Mark	Country	Registration Number	Owner
PANCREAZE	United States	3887562	Johnson & Johnson
PANCREASE	Canada	TMA253548	Johnson & Johnson
PANCREAZE (Abandoned)	Canada	1457141	Johnson & Johnson
PANCREASE	United States	1116815	Johnson & Johnson