

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PURCHASE AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROXANE LABORATORIES INC.		09/30/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WEST-WARD PHARMACEUTICALS INTERNATIONAL LIMITED		
<b>Street Address:</b>	1 NEW BURLINGTON PLACE		
<b>City:</b>	LONDON		
<b>State/Country:</b>	ENGLAND		
<b>Entity Type:</b>	Company: ENGLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2713511	DISKETTS	
<b>Registration Number:</b>	0506952	DOLOPHINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165796073		
<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>			
<b>Phone:</b>	216-579-1700		
<b>Email:</b>	rkoll@pearne.com		
<b>Correspondent Name:</b>	PEARNE & GORDON LLP		
<b>Address Line 1:</b>	1801 EAST 9TH STREET, SUITE 1200		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	J. Gregory Chrisman		
<b>SIGNATURE:</b>	/jgregorychrisman/		
<b>DATE SIGNED:</b>	07/26/2018		
<b>Total Attachments: 83</b>			
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), is entered into as of ~~30<sup>th</sup> September~~ 2016 (the "Effective Date"), by and between West-Ward Pharmaceuticals International Limited, a company organized under the laws of England and Wales (the "Buyer"), and Roxane Laboratories Inc., a corporation organized under the laws of the State of Nevada (the "Seller" and, collectively with the Buyer, the "Parties").

WITNESSETH:

[REDACTED]

[REDACTED]

II

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"Intellectual Property" shall mean all domestic and foreign (a) patents and patent applications, (b) registered and unregistered trademarks, service marks and other indicia of origin, (c) pending trademark and service mark registrations and applications for registrations thereof, (d) registered and unregistered copyrights, copyright registrations and applications for registration thereof, (e) internet domain names, applications and reservations therefor and universal resource locators, (f) trade secrets, (g) inventions (whether or not patentable) and invention disclosures, (h) moral and economic rights of authors and inventors (however denominated), (i) technical data, (j) customer lists, (k) corporate and business names, (l) trade names, trade dress and brand names, (m) know-how and show-how, (n) formulae, (o) methods (whether or not patentable) and designs, (p) processes and procedures, (q) technology, (r) source codes, (s) integrated circuit topographies (whether registered or not registered), (t) industrial designs (whether registered or not registered), (u) object codes, (v) computer software programs, (w) databases and data collectors and (x) other proprietary information or material of any type, whether written or unwritten (and all goodwill and going concern value directly attributable to, and all derivatives, improvements and refinements of, any of the foregoing).

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2. Purchase and Sale of Transferred Assets. Subject to the terms and conditions of this Agreement, the Seller agrees to, on the Effective Date, sell, deliver, transfer, assign and convey to the Buyer, and the Buyer agrees to purchase and acquire from the Seller, on the Effective Date, [REDACTED] all Intellectual Property owned by the Seller, [REDACTED] [REDACTED] (the "Transferred Assets").

3. Assumed Obligations. The Buyer shall assume (i) Liabilities related to the Transferred Assets from and after the Effective Date; (ii) Liabilities set forth in the Assignment Agreement; and (iii) Liabilities in connection with the Vectura Assumption (as defined below).

4. Consideration.

(a) The Buyer shall, in consideration for the conveyance of those Transferred Assets that directly relate to GxA and GxF as set forth on Schedule 1 under the heading "GxA/GxF Transferred Assets" (the "GxA/GxF Transferred Assets"), (i) assume any Liabilities associated with the GxA/GxF Transferred Assets; (ii) assume and agree to observe and perform the Liabilities set forth in the Assignment Agreement; (iii) assume and agree to observe and perform the obligations of the Seller to pay any amounts if and as required by the Vectura Agreements (the "Vectura Assumption"); and (iv) pay an amount to be determined by the Parties with the terms and conditions set forth on Schedule 2 (the "Intercompany Receivable").

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6. Method of Conveyance. The sale, delivery, transfer, assignment and conveyance by the Seller of the Transferred Assets to the Buyer in accordance with Section 2 hereof shall be effected on the date hereof by the Seller's execution and delivery to the Buyer of

the bill of sale attached hereto as Exhibit B and any other documents if and to the extent required by Law.

[REDACTED]

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the time and date first above written.

WEST-WARD PHARMACEUTICALS  
INTERNATIONAL LIMITED

By: 

Authorized Signatory

Name: *Rita Spain*

Title: *Company Secretary*

ROXANE LABORATORIES INC.

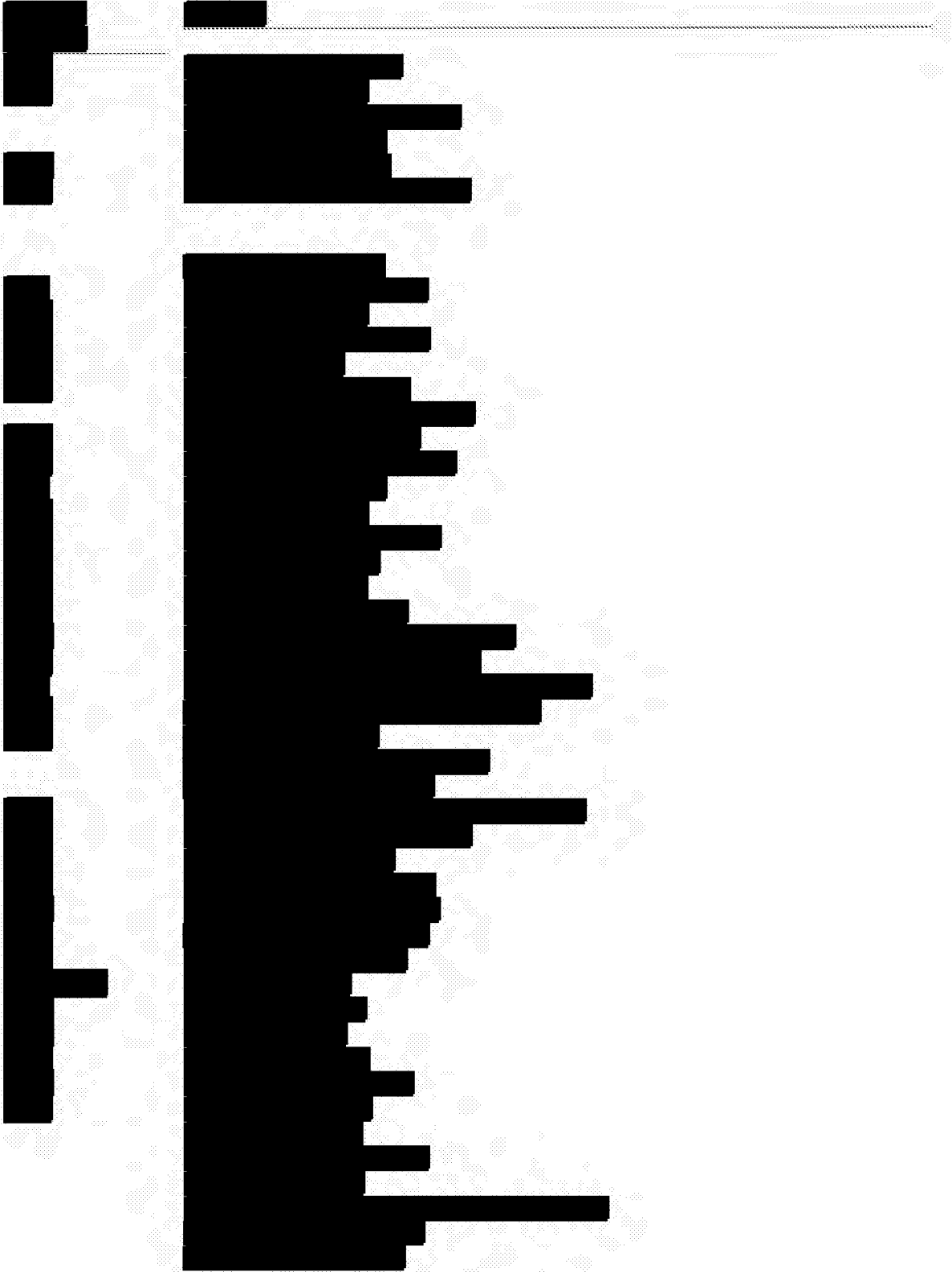
By: Michael Raya  
Authorized Signatory  
Name: MICHAEL RAYA  
Title: DIRECTOR

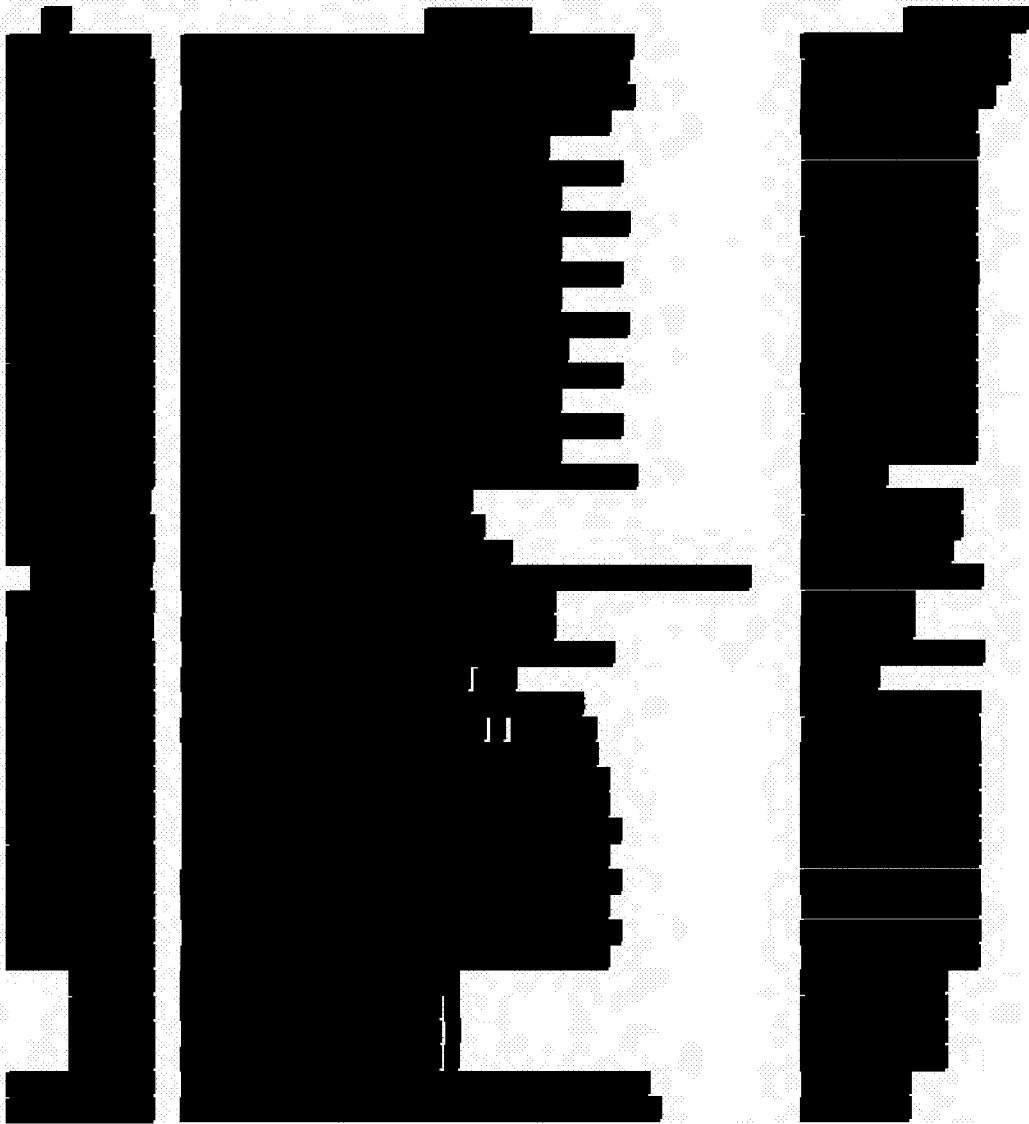
SCHEDULE I

TRANSFERRED ASSETS

(See Attached)









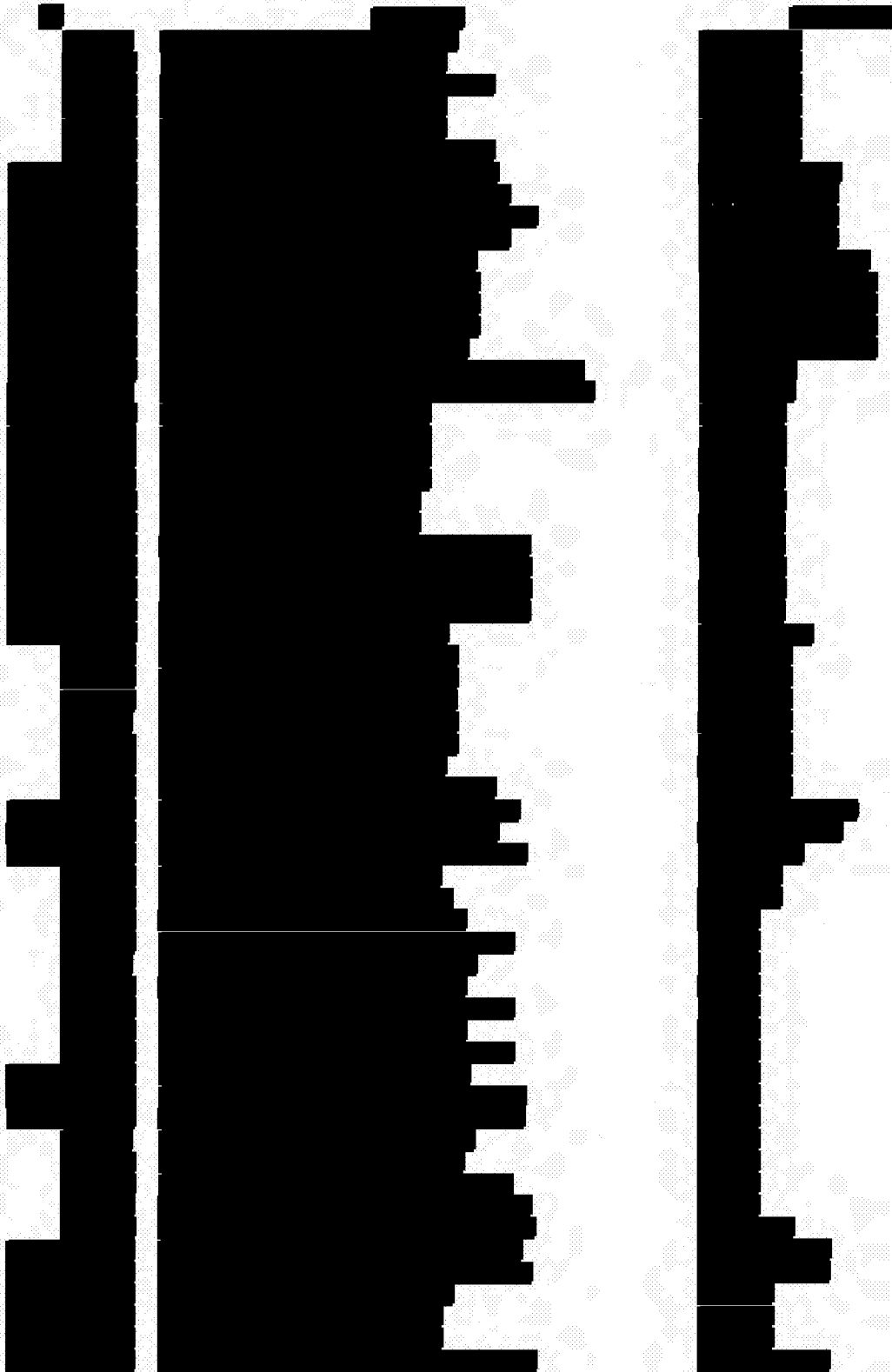




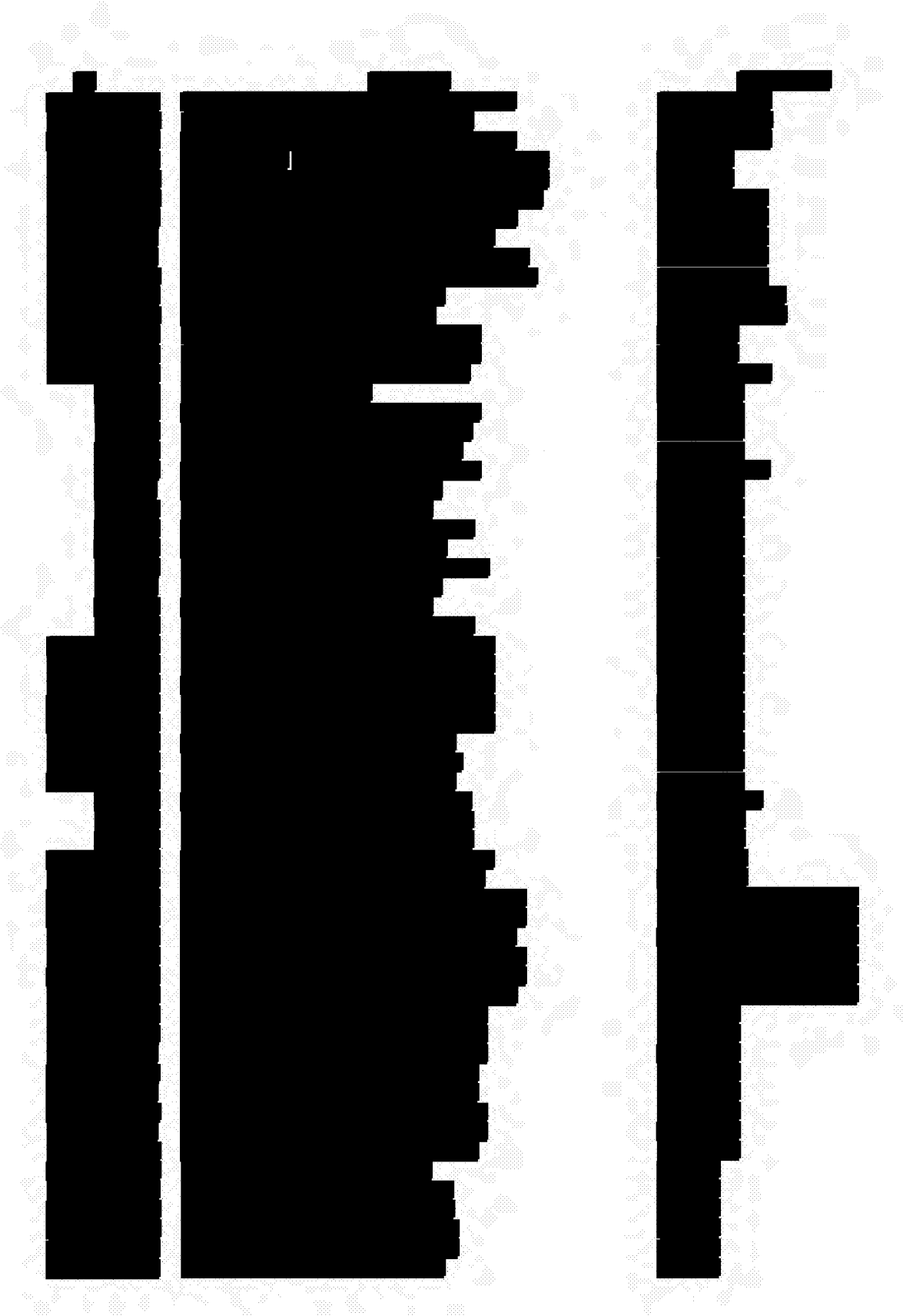
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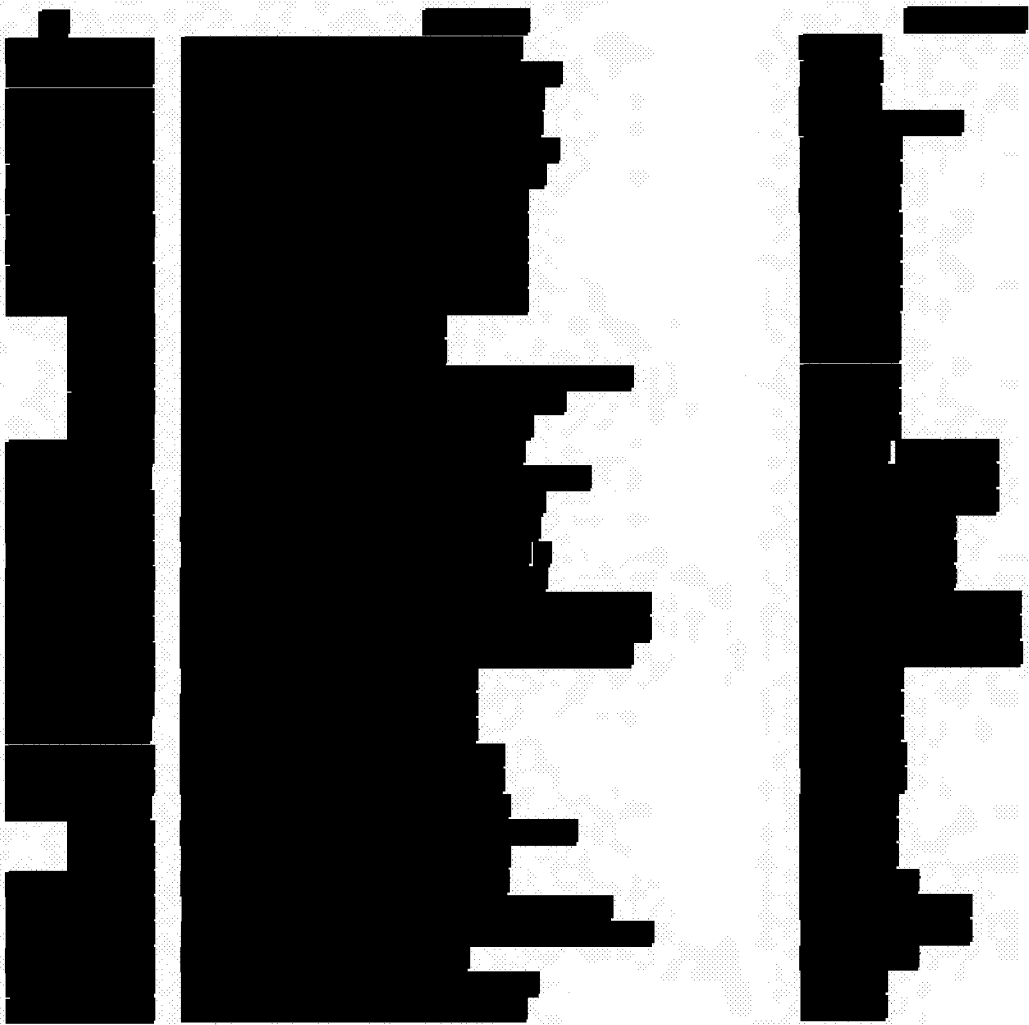
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II. Patents and patent applications:

Country	Status	App/Pub/Patent No.	Title	Assignee
US	Pending	11/740068 US 2007-0248564	Formulation of sodium polystyrene sulfonate suspension for the treatment of hyperkalemia	Roxane Laboratories, Inc.
US	Granted	11/566938 8,563,032	Formulation and manufacturing process for calcium acetate capsules	Roxane Laboratories, Inc.
US	Granted	14/027650 9,060,951	Formulation and manufacturing process for calcium acetate capsules	Roxane Laboratories, Inc.
US	Pending	14/541819	Formulation and	Roxane







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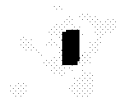
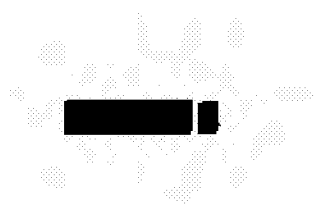
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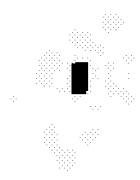
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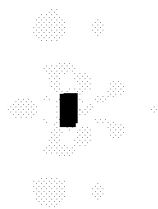
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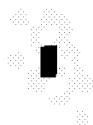
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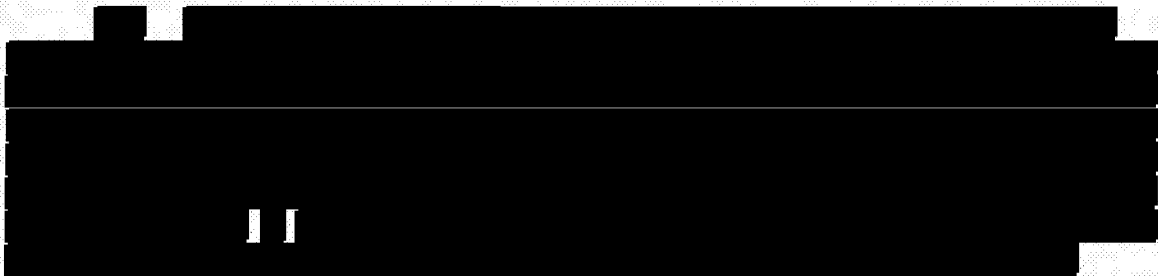
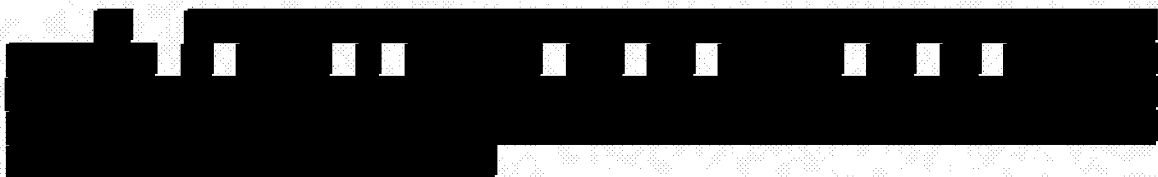
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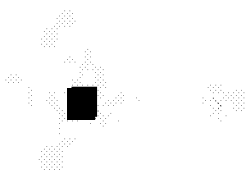
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EXHIBIT B

BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT, dated as of this ~~30<sup>th</sup> September~~ 2016 (this "Bill of Sale"), from Roxane Laboratories Inc., a corporation organized under the laws of the State of Nevada (the "Seller") to West-Ward Pharmaceuticals International Limited, a company organized under the laws of England and Wales (the "Buyer").

WITNESSETH:

WHEREAS, the Seller and the Buyer have entered into an Asset Purchase Agreement, dated as of the date of this Bill of Sale (the "Agreement"). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

WHEREAS, subject to and in accordance with the terms and conditions of the Agreement, the Seller has agreed to sell, deliver, transfer, assign and convey to the Buyer, and the Buyer has agreed to purchase and acquire from the Seller, the Transferred Assets.

NOW, THEREFORE, in consideration of the Consideration provided by the Buyer to the Seller, the receipt and sufficiency of which is hereby acknowledged, the Seller by these presents does hereby sell, deliver, transfer, assign and convey to the Buyer, its successors and assigns forever, all of the Seller's right, title and interest, legal and equitable, in and to the Transferred Assets as the same are constituted on the date hereof and wherever situated.

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IN WITNESS WHEREOF, each of the Parties has caused this Bill of Sale to be executed and delivered as of the date first above written.

ROXANE LABORATORIES, INC.

By: Michael Rata


Authorized Signatory

Name: MICHAEL RATA

Title: DIRECTOR

Agreed and Acknowledged by:

WEST-WARD PHARMACEUTICALS  
INTERNATIONAL LIMITED

By:   
Authorized Signatory  
Name: *Rita Spina*  
Title: *Company Secretary*