

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900469780		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jazz Pharmaceuticals International Limited		09/27/2018	Limited Corporation: BERMUDA
RECEIVING PARTY DATA			
Name:	Tersera Therapeutics LLC		
Street Address:	Two Conway Park, 150 N. Field Drive		
Internal Address:	Suite 195		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2806847	PRIALT	
Serial Number:	87021069	PRIALT ACCESS & SUPPORT PROGRAM	
Registration Number:	4503079	NAVIGATOR REIMBURSEMENT AND ACCESS PROGR	
Registration Number:	4503080	NAVIGATOR REIMBURSEMENT AND ACCESS PROGR	
Registration Number:	4507578		
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	312.476.7593		
Email:	mjwdocket@lplegal.com		
Correspondent Name:	Mitchell J. Weinstein		
Address Line 1:	2 N. LaSalle Street		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	41339-112339		
NAME OF SUBMITTER:	Mitchell J. Weinstein		

SIGNATURE:	/Mitchell J. Weinstein/
DATE SIGNED:	10/23/2018
Total Attachments: 4 source=Trademark Assignment Executed#page1.tif source=Trademark Assignment Executed#page2.tif source=Trademark Assignment Executed#page3.tif source=Trademark Assignment Executed#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “Assignment”) is entered into effective as of September 27, 2018, by and between **TERSERA THERAPEUTICS LLC**, a Delaware limited liability company (“Assignee”) and **JAZZ PHARMACEUTICALS INTERNATIONAL LIMITED**, a Bermuda exempted company limited by shares (the “Assignor”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of June 29, 2018 (the “Purchase Agreement”), pursuant to which Assignor has agreed to, among other things, cause the sale, conveyance, transfer, assignment and delivery to Assignee of Assignor’s and the Specified Affiliates’ right, title, and interest in and to the Trademark Rights, together with the goodwill of the business connected with the use thereof, and symbolized thereby, for consideration and upon the terms and conditions set forth in the Purchase Agreement; and

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, conveys, transfers, assigns and delivers (or Assignor will cause the Specified Affiliates to sell, convey, transfer assign and deliver) to Assignee all of Assignor’s right, title and interest to the registered Trademark Rights (or Trademark Rights for which applications for registration have been filed), together with the goodwill of the business connected with the use thereof, and symbolized thereby, in any country or region, in, to and under respective registrations, together with any and all the right (whether at law, in equity, by contract or otherwise) to enjoy or otherwise exploit any Trademark Rights, including the rights to sue for and remedies against past, present and future infringements or misappropriations of any Trademark Rights, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide; and provided that, with respect to United States intent-to-use trademark application Serial No. 87/021,069, the sale, conveyance, transfer, assignment, and delivery of such application accompanies the sale, conveyance, transfer, assignment, and delivery of that portion of the business to which the trademark therein pertains, and that business is ongoing and existing.

2. Recordation. Assignor shall request the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Trademark Rights. Assignor shall further authorize the respective trademark office or governmental agency in each other jurisdiction to issue any and all trademarks which may be granted upon any of the Trademark Rights in the name of Assignee, as the assignee to the entire interest therein.

3. Information and Assistance. Following the date hereof, upon Assignee’s reasonable request and at Assignee’s sole cost and expense, Assignor shall take such actions, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterpart and such counterparts may be delivered by the parties hereto via facsimile or electronic transmission.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Trademark Rights. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

8. No Waiver. No modification, waiver or termination of this Assignment shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9. Governing Law. This Assignment will be construed in accordance with, and governed in all respects by, the laws of the State of Delaware (without giving effect to principles of conflicts of law). If any Legal Proceeding or other legal action relating to this Assignment is brought or otherwise initiated, the venue therefor will be in the courts of the United States District Court for the District of Delaware, the Delaware Court of Chancery of the State of Delaware or, if the Delaware Court of Chancery declines jurisdiction, any other court of the State of Delaware, which will be deemed to be a convenient forum. Purchaser and Seller hereby expressly and irrevocably consent and submit to the jurisdiction of the state and federal courts in the State of Delaware.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement on the day and year first above written.

ASSIGNEE:

TERSERA THERAPEUTICS LLC

By: 

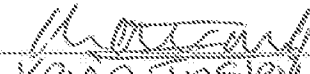
Name: Edward J. Fiorentino

Title: Chairman and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement on the day and year first above written.

ASSIGNOR:

JAZZ PHARMACEUTICALS INTERNATIONAL
LIMITED

By: 
Name: Kevin Insley
Title: President