

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501192

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	07/01/2017

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blanver Farmoquimica Ltda.		05/28/2018	Company: BRAZIL

## RECEIVING PARTY DATA

<b>Name:</b>	Itacel Farmoquimica Ltda.
<b>Street Address:</b>	Rua Dutor Jose Alexandre Crosnag
<b>Internal Address:</b>	No. 645
<b>City:</b>	CEP 06680-035
<b>State/Country:</b>	BRAZIL
<b>Entity Type:</b>	Limited Liability Company: BRAZIL

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3146132	EXPLOSOL
Registration Number:	5150331	TABULOSE
Registration Number:	3612945	MICROCEL

## CORRESPONDENCE DATA

Fax Number: 2028576395

*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.*

Phone: 202-857-6000

Email: jimeelah.berryman@arentfox.com

Correspondent Name: Cristina A. Carvalho

Address Line 1: 1717 K Street, NW

Address Line 2: Arent Fox LLP

Address Line 4: Washington, D.C. 20006-5344

ATTORNEY DOCKET NUMBER: 039587.00001, 2 &amp; 4

## DOMESTIC REPRESENTATIVE

Name: Cristina A. Carvalho

Address Line 1: 1717 K Street, NW

Address Line 2: Arent Fox LLP

OP \$90.00 3146132

<b>Address Line 4:</b> Washington, D.C. 20006-5344	
<b>NAME OF SUBMITTER:</b>	Chiara Giuliani
<b>SIGNATURE:</b>	/Chiara giuliani/
<b>DATE SIGNED:</b>	12/07/2018
<b>Total Attachments: 4</b> source=New Assignment USA#page1.tif source=New Assignment USA#page2.tif source=New Assignment USA#page3.tif source=New Assignment USA#page4.tif	

PRIVATE INSTRUMENT OF ASSIGNMENT OF RIGHTS

By this private instrument,

- (i) **BLANVER FARMOQUÍMICA LTDA.**, a company with its headquarters at Rua Lucia, 2, Parque George, CEP 06700-970., in the City of Cotia, State of São Paulo, enrolled with the corporate taxpayers' registry (CNPJ/MF) under No. 53.359.824/0001-19 (hereinafter referred to as "Assignor");
  
- (ii) **ITACEL FARMOQUIMICA LTDA.**, a limited liability company with its headquarters at Rua Doutor José Alexandre Crosnag, No. 645, CEP 06680-035, in the City of Itapevi, State of São Paulo, enrolled with the corporate taxpayers' registry (CNPJ/MF) under No. 26.900.420/0001-18 (hereinafter referred to as "Assignee"); and

Assignor and Assignee are referred to herein, collectively, as the "Parties" or, individually, as a "Party",

WHEREAS:

- (i) according to the First Amendment to the Articles of Association of the Assignee, dated of July 1<sup>st</sup>, 2017, the Assignor transferred all the net assets of the Pharmochemical Division to Assignee, (the "Business");
  
- (ii) the Assignor has adopted, owns and has been using the trademarks listed in the Exhibit 1 attached hereto in connection with the Business, outside of the Brazilian territory (the "Trademarks");
  
- (iii) the Assignor guarantees that there are no others Trademarks or trademark applications related to the Business, except for SOLUTAB in United States, Filing Number 87826146;
  
- (iv) the Assignee desires to acquire the Trademarks.

The Parties RESOLVE to enter into this Private Instrument of Assignment of Rights ("Instrument of Assignment of Rights"), which shall be ruled by the following clauses that the Parties mutually accept, grant and undertake by themselves and successors, on any account:

  
  
  
**TRADEMARK**  
**REEL: 006496 FRAME: 0855**

**Article One**

1.1 By the present instrument, Assignor irrevocably assigns and transfers to Assignee, at no cost, all rights and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, as effective date of July 1<sup>st</sup>, 2017.

1.2 The Assignee is hereby authorized to benefit from all rights related to the Trademarks.

**Article Two**

2.1 The Assignor shall be responsible for all costs and fees related to such assignment and transference.

2.2 The Assignor shall provide and sign any necessary document for the transfer of the Trademarks.

2.3 After the assignment and transfer of rights, Assignee shall be fully and exclusively liable for any acts and events in connection with the Trademarks.

**Article Three**

3.1 In case the Assignor is involved, by any reason, in any lawsuits and administrative proceedings in connection with the Trademarks, Assignee shall take the necessary measures to allow the exclusion of Assignor of the relevant proceeding and its own inclusion as a party of such proceeding.

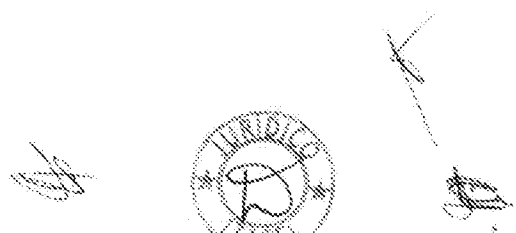
**Article Four**

4.1 This Instrument of Assignment of Rights is executed on an irrevocable and irreversible basis and signed to the benefit of the Parties and successors and is enforceable under Brazilian laws.

**Article Five**

5.1 The present instrument for the Assignment of Rights shall be governed in accordance with Brazilian laws.

**Article Six**

Handwritten signatures and a circular stamp. The stamp is circular with the text 'INSTRUMENTO' at the top and 'TRADEMARK' at the bottom. In the center of the stamp is a stylized letter 'D' with a horizontal line through it. There are three handwritten signatures: one to the left of the stamp, one above it, and one to the right.

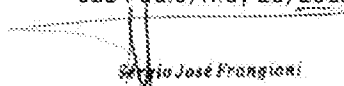
6.1 Any disputes arising from this Instrument of Assignment of Rights shall be submitted to the Central Court of São Paulo, in the State of São Paulo.

6.2 Tolerance regarding non-compliance of any obligation related to this Instrument of Assignment of Rights shall not constitute a novation or acceptance of any future breach or the waiver to any rights established under this Instrument of Assignment of Rights and shall be valid separately.

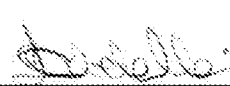
6.3 If any term or other provision of this Instrument of Assignment of Rights shall be held invalid, illegal or incapable of being enforced by any applicable law or public policy by a court of competent jurisdiction, all other conditions and provisions of this Instrument of Assignment of Rights shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two (2) counterparts, as of the day and the year first set forth above, in the presence of the two (2) undersigned witnesses.

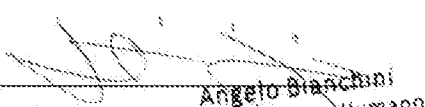
São Paulo, May 28, 2018.

  
Sergio José Frangioni  
Diretor Presidente

BLANVER FARMOQUÍMICA LTDA.  
ASSIGNOR

  
Lucylara C. Abdalla França  
Diretora Financeira

TACEL FARMOQUÍMICA LTDA.

  
Angelo Bianchini  
Diretor Recursos Humanos

ASSIGNEE

Witnesses:

1. 

Name: Deborah Milano  
RG: 27906517-6

2. 

Name: Roberto Feitosa  
RG: 27906517-6



TRADEMARK  
REEL: 006496 FRAME: 0857

LIST OF ASSIGNED TRADEMARKS:

Trademarks	Country	Filing number	Registering number	Nice Classification	TRANSFEROR	TRANSFEEEE
EXPLOSOL	US	78136075	3146132	01	BLANVER FARMOQUIMICA LTDA	ITACEL FARMOQUIMICA LTDA
TABULOSE	US	87091386	5150331	01	BLANVER FARMOQUIMICA LTDA	ITACEL FARMOQUIMICA LTDA
MBCROCEL	US	77091275	3612945	01	BLANVER FARMOQUIMICA LTDA	ITACEL FARMOQUIMICA LTDA

*[Handwritten signatures and initials]*

