

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/10/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blanver Farmquimica Ltda.		05/28/2018	Company:
RECEIVING PARTY DATA			
Name:	Itacel Farmquimica Ltda.		
Street Address:	Rua Doutor Jose Alexandre Crosnag		
Internal Address:	NO. 645		
City:	CEP 06680-035		
State/Country:	BRAZIL		
Entity Type:	Limited Liability Company: BRAZIL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87826146	SOLUTAB	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	202-857-6000		
Email:	jimeelah.berryman@arentfox.com		
Correspondent Name:	Cristina A. Carvalho		
Address Line 1:	1717 K Street, N.W.		
Address Line 2:	ARENT FOX LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	039587.00003		
DOMESTIC REPRESENTATIVE			
Name:	Cristina A. Carvalho		
Address Line 1:	Arent Fox LLP		
Address Line 2:	TM Docket		
Address Line 4:	Washington, D.C. 20006-5344		
NAME OF SUBMITTER:	Chiara Giuliani		

OP \$40.00 87826146

SIGNATURE:	/Chiara Giuliani/
DATE SIGNED:	12/13/2018
Total Attachments: 4 source=New Assignment SOLUTAB -marked-_GCA_A_339979v1._#page1.tif source=New Assignment SOLUTAB -marked-_GCA_A_339979v1._#page2.tif source=New Assignment SOLUTAB -marked-_GCA_A_339979v1._#page3.tif source=New Assignment SOLUTAB -marked-_GCA_A_339979v1._#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 Crosnac, 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 1st, 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 trademark listed in the Exhibit 1 attached hereto in connection with the Business, outside of the Brazilian territory (the "Trademark");

- (iii) the Assignee desires to acquire the Trademark.

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:

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 Trademark, together with the goodwill of the business symbolized by the Trademark, as effective date of March 10th, 2018.




TRADEMARK
REEL: 006499 FRAME: 0814

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

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 Trademark.

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 Trademark.

Article Three

3.1 In case the Assignor is involved, by any reason, in any lawsuits and administrative proceedings in connection with the Trademark, 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

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.

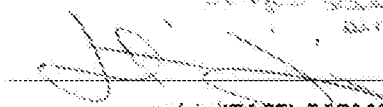
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two (2) counterparts, as of the day and the year first set forth above, in the presence of the two (2) undersigned witnesses.

São Paulo, May 28, 2018.



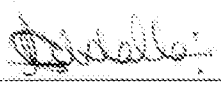
BLANVER FARMOQUÍMICA LTDA.

ASSIGNOR



Angelo Branchini TÁCEL FARMOQUÍMICA LTDA.
Diretor Recursos Humanos

ASSIGNEE



Lucylara C Abdalla França
Diretora Financeira

Witnesses:

1. 

Name: **Deborah Milano**
RG: **27.906.517-6**

2. 

Name: **Roberto Santos**
RG: **27.953.1**



TRADEMARK

REEL: 006499 FRAME: 0816

LIST OF ASSIGNED TRADEMARKS:

Trademarks	Country	Filing number	Registering number	Nice Classification	TRANSFEROR	TRANSFEREER
SOLUTAB	US	87826146	.	01	BLANVER FARMOQUIMICA LTDA.	ITACEL FARMOQUIMICA LTDA.

X

\$

\$

