# CH \$65.00 46567

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM502192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Durata Therapeutics Holding C.V.		01/31/2017	Limited Partnership: NETHERLANDS

### **RECEIVING PARTY DATA**

Name:	Allergan Pharmaceuticals International Limited
Street Address:	Clonshaugh Business & Technology Park
City:	Dublin 17
State/Country:	IRELAND
Postal Code:	D17 E400
Entity Type:	Private Company Limited By Shares: IRELAND

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4656717	DALVANCE
Serial Number:	86599427	DALVANCE CONNECTS

### **CORRESPONDENCE DATA**

Fax Number:

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:** 714-246-5507

**Email:** susan.hinchey@allergan.com

Correspondent Name: Susan J. Hinchey
Address Line 1: 2525 Dupont Drive

Address Line 4: Irvine, CALIFORNIA 92612

NAME OF SUBMITTER:	Susan J. Hinchey
SIGNATURE:	/SUSAN J. HINCHEY/
DATE SIGNED:	12/14/2018

### **Total Attachments: 6**

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### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into on January 31, 2017 (the "Effective Date"), and is made from Durata Therapeutics Holding C.V., a limited partnership organized under the laws of the Netherlands (the "Assignor") to Allergan Pharmaceuticals International Limited, a private company limited by shares incorporated under the laws of Ireland (the "Assignee").

WHEREAS, pursuant to, and upon the terms and conditions of, the Purchase Agreement dated as of January 31, 2017 (the "Purchase Agreement"), by and among Assignee, Assignor, Durata Therapeutics International B.V., a private company with limited liability duly incorporated under the laws of the Netherlands ("Durata BV", together with Assignor, "Sellers"), Sellers agreed to sell, convey, assign and transfer to Assignee, and Assignee agreed to accept certain rights related to the Business, including Assignor's worldwide right, title and interest in, to and under the trademark registrations and trademark applications identified on Annex A attached hereto (the "Marks");

WHEREAS, Assignor is the sole and exclusive owner of the Marks, and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, the Marks, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby irrevocably assign, transfer, convey and deliver to Assignee effective as of the Effective Date, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in and to the Marks, including any common law, statutory and other rights associated therewith, together with the goodwill of the business associated with the use of and symbolized by the Marks, and all the registration applications and registrations therefor, and all rights to (i) bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Marks and (iii) recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks.

Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Marks, including 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 hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to record Assignce as the assignee and owner of the Marks. Assignor, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such

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other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Marks. All of the parties hereto shall cooperate with one other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Assignment.

Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnitees contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

This Assignment is executed by Assignor and shall be binding upon Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute 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 party, it being understood that the parties need not sign the same counterpart. This Assignment, following its execution, may be delivered via electronic mail or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes.

Any claims and causes of action arising with respect to this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

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IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized officers to execute this Assignment as of the date first written above.

<u>ASSIGNOR</u>

DURATA THERAPEUTICS HOLDING C.V.

[Signature Page to Trademark Assignment]

# ASSIGNEE

ALLERGAN PHARMACEUTICALS INTERNATIONAL LIMITED

Ву

Name: TOM NEXLIGAN
Title: ANTITORISED SIGNATORY

[Signature Page to Trademark Assignment]

# Annex A - The Marks

TRADEMARK	COUNTRY	STATUS	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	NEXT RENEWAL PUR
DALVANCE	Australia	Registered	Durata Therapeutics Holding C.V.	5-Dec-12	1530240	5-Dec-12	1530240	5-Dec-22
DALVANCE	Canada	Pending	Durata Therapeutics Holding C.V.	11-Dec-12	1606173			
DALVANCE	China	Registered	Durata Therapeutics Holding C.V.	14-Mar-13	12261839	21-Aug-14	12261839	20-Aug-24
DALVANCE	EU	Registered	Durata Therapeutics Holding C.V.	5-Dec-12	11400661	2-May-13	11400661	31-Dec-22
DALVANCE	Japan	Registered	Durata Therapeutics Holding C.V.	5-Dec-12	2012-98584	2-May-13	5580336	2-May-23
DALVANCE	South Korea	Registered	Durata Therapeutics Holding C.V.	18-Dec-12	40-2012-78657	6-Feb-14	40-1021377	6-Feb-24
DALVANCE	ns	Registered	Durata Therapeutics Holding C.V.	28-Sep-12	85/741,315	16-Dec-14	4,656,717	16-Dec-20
DALVANCE	US	Pending	Durata Therapeutics Holding C.V.	16-Apr-15	86599427			
XYDALBA	Albania	Registered	Durata Therapeutics Holding C.V.	23-Feb-16	AL-T-2016-152			23-Feb-26
XYDALBA	Andorra	Pending	Durata Therapeutics Holding C.V.	24-Feb-16	30563	24-Feb-16	35427	24-Feb-26
XYDALBA	Armenia	Pending	Durata Therapeutics Holding C.V.	19-Feb-16	20160196		Marie Marie	
XYDALBA	Azerbaijan	Pending	Durata Therapeutics Holding C.V.	19-Feb-16	201632762			
XYDALBA	Belarus	Pending	Durata Therapeutics Holding C.V.	19-Feb-16				
XYDALBA	Bosnia & Herzegovina	Pending	Durata Therapeutics Holding C.V.					
XYDALBA	EU	Registered	Durata Therapeutics Holding C.V.	20-Jun-14	013017389	29-Oct-14	013017389	30-Jun-24
XYDALBA	Georgia	Pending	Durata Therapeutics Holding C.V.	3-Mar-16	86493/3			
XYDALBA	Kazakhstan	Pending	Durata Therapeutics Holding C.V.	19-Feb-16	74192			

TRADEMARK	COUNTRY	STATUS	OWNER	APPL, DATE	APPL. NO.	REG. DATE	REG. NO.	NEXT RENEWAL
XYDALBA	Kosovo	Pending	Durata Therapeutics Holding C.V.	19-Feb-16	KS/M/2016/000279			200
XYDALBA	Kyrgyzstan	Pending	Durata Therapeutics Holding C.V.	19-Feb-16	20160077.3			
XYDALBA	Macedonia	Pending	Durata Therapeutics Holding C.V.					
XYDALBA	Moldova	Pending	Durata Therapeutics Holding C.V.	19-Feb-16	038393			41000
XYDALBA	Montenegro	Pending	Durata Therapeutics Holding C.V.	19-Feb-16	Z-2016/66			
XYDALBA	Russia	Pending	Durata Therapeutics Holding C.V.	13-Oct-15	2015732899			
XYDALBA	Serbia	Pending	Durata Therapeutics Holding C.V.	19-Feb-16	Z-248/16			11 m
XYDALBA	Tajikistan	Pending	Durata Therapeutics Holding C.V.	19-Feb-16	16013873			
XYDALBA	Turkey	Registered	Durata Therapeutics Holding C.V.	19-Feb-16	2016/14432	19-Feb-16	2016/14432	19-Feb-26
XYDALBA	Turkmenistan	Pending	Durata Therapeutics Holding C.V.	22-Feb-16	2016.0069	anna markanana ya		
XYDALBA	Ukraine	Pending	Durata Therapeutics Holding C.V.	19-Feb-16	m201603162	THAT WAS A	No.	
XYDALBA	US	Lapsed	Durata Therapeutics Holding C.V.	28-Sep-12	85/741,328			
XYDALBA	Uzbekistan	Pending	Durata Therapeutics Holding C.V.	22-Feb-16	MGU 20160461			

**RECORDED: 12/14/2018**