

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Churchill Pharmaceuticals LLC		01/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sun Pharma Global FZE		
Street Address:	Office No. 43, Block-Y, SAIF Zone		
Internal Address:	P.O. Box No. 122304		
City:	Sharjah		
State/Country:	UNITED ARAB EMIRATES		
Entity Type:	Company: UNITED ARAB EMIRATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86757216	YONSA	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	202-626-6433		
Email:	tmdoctc@fr.com		
Correspondent Name:	Keith Barritt		
Address Line 1:	P.O. BOX 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440		
ATTORNEY DOCKET NUMBER:	46207-0004001		
NAME OF SUBMITTER:	Keith Barritt		
SIGNATURE:	/Keith Barritt/		
DATE SIGNED:	10/12/2018		
Total Attachments: 6			
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TRADEMARK TRANSFER AGREEMENT

This TRADEMARK TRANSFER AGREEMENT (the “Agreement”) dated as of January 24, 2018, (the “Effective Date”), is entered into by and between Churchill Intermediate Inc., a company incorporated under the laws of the British Virgin Islands and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands (“Intermediate”), Churchill Pharmaceuticals LLC, a Delaware limited liability company and located at 3602 Horizon Drive, Suite 160, King of Prussia, PA 19406 (“Pharma”, collectively Intermediate and Pharma are referred to as “Assignor”), and Sun Pharma Global FZE, a company organized under the laws of United Arab Emirates (“Assignee”) located at Office No. 43, Block-Y, SAIF Zone, P.O. Box No. 122304, Sharjah, U.A.E. Assignor and Assignee are referred to herein individually as “Party” or collectively as “Parties.”

PRELIMINARY STATEMENTS

WHEREAS, Assignor has agreed to sell, and Assignee has agreed to purchase the Trademarks set forth on Schedule A hereto (the “Transferred Trademarks”);

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive, the Transferred Trademarks and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following: (a) the Transferred Trademarks, including without limitation any renewals thereof, together with all of the goodwill of the business symbolized by or associated therewith, the entire business or portion thereof to which the Marks pertain for intent-to-use applications under Section 1(b) of the Trademark Act, and the registration thereof, and together with (i) all common law rights thereto; (ii) the right to prosecute, maintain and defend the Transferred Trademarks before any public or private agency, office or registrar; and (iii) the right, if any, to claim priority based on the filing dates of any of the Transferred Trademarks under the Paris Convention, and all other treaties of like purposes; and (b) all rights to causes of action (whether known or unknown or whether currently pending, filed or otherwise) under, or on account of, any of the Transferred Trademarks, including the right to sue for past, current and future infringement, dilution or other violation of the Transferred Trademarks and obtain in connection therewith (i) damages; (ii) injunctive relief; and (iii) any other remedies of any kind; with all of the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives to the end of the term or terms for which the Transferred Trademarks are granted, reissued, renewed, extended or revived as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. Cooperation. Assignor agrees, at the request and expense of Assignee, to take or cause to be taken all such other actions, including without limitation the execution of any and all other instruments in writing, including affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively perfect in, secure to, record in the name of, protect and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Transferred Trademarks.

3. Recordation. Assignee shall be responsible for all costs, including all filing costs and external fees, associated with recordation and/or registration of this Agreement or any other document evidencing the assignment from each Assignor to Assignee of the Transferred Trademarks. Assignor hereby authorizes the relevant authorities, entities or agencies in any applicable foreign countries or multinational authorities to record Assignee as the purchaser and owner of the Transferred Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR

By: Churchill Intermediate Inc.

Signature: _____

Name: _____

Title: _____

GEORGE LOZON
DIRECTOR

By: Churchill Pharmaceuticals LLC

Signature: _____

Name: Matthew Callahan

Title: Chief Executive Officer

ASSIGNEE

By: Sun Pharma Global FZE

Signature: _____

Name: _____

Title: _____

[Signature page to Trademark Transfer Agreement]

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ASSIGNOR

By: Churchill Intermediate Inc.

Signature: _____

Name:

Title:

By: Churchill Pharmaceuticals LLC

Signature:  _____

Name: Matthew Callahan

Title: Chief Executive Officer

ASSIGNEE

By: Sun Pharma Global FZE

Signature: _____

Name:

Title:

[Signature page to Trademark Transfer Agreement]

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

ASSIGNOR

By: Churchill Intermediate Inc.

Signature: _____
Name:
Title:

By: Churchill Pharmaceuticals LLC

Signature: _____
Name: Matthew Callahan
Title: Chief Executive Officer

ASSIGNEE

By: Sun Pharma Global FZE

Signature: Harin Menon
Name: HARIN MENON
Title: DIRECTOR

[Signature page to Trademark Transfer Agreement]

Schedule A

Transferred Trademarks

Mark	Country	Filing Date	Application No.	Registration Date	Registration No.
YONSA	United States	09/15/2015	86/757216	10/24/2017	5317612