

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505879

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Exeltis USA, Inc.,		11/06/2018	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Glenmark Therapeutics Inc., USA		
<b>Street Address:</b>	750 Corporate Drive		
<b>City:</b>	Mahwah		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07430		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4864622	RECEDO	
<b>Registration Number:</b>	4864623	RECEDO	
<b>Registration Number:</b>	3575100		
<b>Registration Number:</b>	4155607	ATRAPRO	
<b>Registration Number:</b>	4195903	ATRAPRO	
<b>Registration Number:</b>	4195904		
<b>Registration Number:</b>	5465153	NEOCERA	
<b>Registration Number:</b>	4453956	PRESERA	
<b>Serial Number:</b>	87606100	NEOCERA	
<b>Serial Number:</b>	88172695	TERSI	
<b>Registration Number:</b>	3815304	HYDRO 35	
<b>Registration Number:</b>	3746190	SALVAX	
<b>Registration Number:</b>	3677677	SALVAX	
<b>Registration Number:</b>	3677679	NEOSALUS	
<b>Registration Number:</b>	3677674	NEOSALUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2018310081		
<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>			

OP \$390.00 4864622

TRADEMARK

**Phone:** 201-778-3303  
**Email:** rami.bardenstein@glenmarkpharma.com  
**Correspondent Name:** Rami Bardenstein  
**Address Line 1:** 750 Corporate Drive  
**Address Line 4:** Mahwah, NEW JERSEY 07430

**NAME OF SUBMITTER:** Rami Bardenstein

**SIGNATURE:** /Rami Bardenstein/

**DATE SIGNED:** 01/15/2019

**Total Attachments: 6**

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## **TRADEMARK ASSIGNMENT AGREEMENT**

This **Trademark Assignment Agreement** (the "Agreement") is entered into this 6<sup>th</sup> day of November, 2018 (the "Effective Date") by and between Exeltis USA, Inc., a corporation duly organized and existing under the laws of the State of New Jersey and having its principal place of business at 180 Park Ave, Suite 101, Florham Park, NJ 07932 ("Assignor") and Glenmark Therapeutics Inc., USA, a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 750 Corporate Drive, Mahwah, NJ 07430 ("Assignee" and together with Assignor, the "Parties" and each, a "Party").

**WHEREAS**, Assignor, or any of its Affiliates, owns the entire right, title and interest in and to certain U.S. trademarks, both registered and unregistered, and applications for trademark registrations filed with the United States Trademark Office, as listed in Annex "A", attached hereto (collectively the "Marks");

**WHEREAS**, Assignor and Assignee entered into a certain Asset Purchase Agreement, effective the 6<sup>th</sup> day of November, 2018 (the "APA") by which Assignor agreed to sell, transfer and assign the Marks to Assignee; and

**WHEREAS**, Assignee desires to acquire all of Assignor's, or any of its Affiliates', right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign, or caused to be assigned, all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

1. In consideration for the execution of the APA, the payment of the consideration stipulated in the APA and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby conveys and assigns, or caused to be conveyed and assigned, to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's, or any of its Affiliates', right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor represents and warrants that all representations and warranties made in the APA with regards to the Transferred IP, including the Marks, are true and correct.

3. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver, or shall cause to be executed and delivered, such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the Parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.

5. The terms of the APA, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. The Parties further agree as follows:

(a) The APA and this Agreement constitute the entire agreement of the Parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both Parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. Assignor and Assignee hereby irrevocably submit to the jurisdiction of the courts of the State of New York and the federal courts of the United States of America located in the State of New York solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby. Each of Assignor and Assignee irrevocably agrees that all claims in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby, or with respect to any such action or proceeding, shall be heard and determined in such a New York State or federal court, and that such jurisdiction of such courts with respect thereto shall be exclusive, except solely to the extent that all such courts shall lawfully decline to exercise such jurisdiction. Each of Assignor and Assignee hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or in respect of any such transaction, that it is not subject to such jurisdiction. Each of Assignor and Assignee hereby waives, and agrees not to assert, to the maximum extent permitted by law, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or in respect of any such transaction, that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts. Assignor and Assignee hereby

consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in the APA or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

(c) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by all of the other Parties. Until and unless each Party has received a counterpart hereof signed by the other Party, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

(d) If any provision, including any phrase, sentence, clause, section or subsection, of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatsoever. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

**Exeltis USA, Inc.** DocuSigned by:  
By: /s/ Salustiano Perez  
C38DC99206E04F1...  
Name: Salustiano Perez  
Title: General Manager

**ASSIGNEE:**

**Glenmark Therapeutics Inc., USA**  
By: /s/  
Name: Robert Matsuk  
Title: Director

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

**Exeltis USA, Inc.**

By: /s/ \_\_\_\_\_

Name: Salustiano Perez Vivanco

Title: Chief Executive Officer

**ASSIGNEE:**

**Glenmark Therapeutics Inc., USA**

By: /s/  \_\_\_\_\_

Name: Robert Matsuk

Title: Director

**Annex A**

**Marks**

<b>US REGISTRATION NUMBER</b>	<b>US SERIAL NUMBER</b>	<b>TRADEMARK</b>	<b>APPLICATION DATE</b>	<b>EXPIRY DATE</b>	<b>CLASS</b>
4864622	86559046	RECEDO	10/03/2015	10/03/2025	5
4864623	86559105	RECEDO (combined)	10/03/2015	10/03/2025	5
3575100	77404063	(HYDRO 35 logo)	17/02/2009	17/02/2019	5
4155607	85345469	ATRAPRO	05/06/2012	05/06/2022	5
4195903	85423093	ATRAPRO (combined)	21/08/2012	21/08/2022	5
4195904	85423097	(ATRAPRO logo)	21/08/2012	21/08/2022	5
77667470	3815304	HYDRO 35	06/07/2010	06/07/2020	5
77714161	3746190	SALVAX	09/02/2010	09/02/2020	5
77557223	3677677	SALVAX (combined)	01/09/2009	01/09/2019	5
77557887	3677679	NEOSALUS	01/09/2009	01/09/2019	5
77556490	3677674	NEOSALUS (combined)	01/09/2009	01/09/2019	5
N/A	87606100	NEOCERA	13/09/2017		5
5465153	87051082	NEOCERA (combined)	26/05/2016	26/05/2026	5
	88172695	TERSI	29/10/2018		5
4453956	85898925	PRESERA	24/12/2013	24/12/2023	5