

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498606

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/03/2016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Warner Chilcott Company, LLC		11/07/2018	Limited Liability Company: PUERTO RICO

RECEIVING PARTY DATA

Name:	Mayne Pharma LLC
Street Address:	1240 Sugg Parkway
City:	Greenville
State/Country:	NORTH CAROLINA
Postal Code:	27834
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3427250	TILIA

CORRESPONDENCE DATA

Fax Number: 2062240779

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: 2066828100

Email: efilings@cojk.com

Correspondent Name: Alina S. Morris

Address Line 1: 1201 Third Avenue, Suite 3600

Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER:	Alina S. Morris
SIGNATURE:	/Alina S. Morris/
DATE SIGNED:	11/16/2018

Total Attachments: 4

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OP \$40.00 3427250

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of August 3, 2016 (such date, the "Effective Date"), and such agreement, this "Trademark Assignment"), is entered into by and between Warner Chilcot Company, LLC, now known as Teva Puerto Rico LLC, a Puerto Rico limited liability company, having offices at Union Street Road, 195 KM 1.1, Fajardo, PR, 00738 Puerto Rico ("Assignor") and Mayne Pharma LLC a Delaware limited liability company, having offices at 1240 Sugg Parkway, Greenville, North Carolina 27834 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the trademark and service mark registrations and trademark and service mark applications set forth on Schedule A (the "Assigned Marks"); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned Marks and all goodwill associated therewith or symbolized thereby; and

WHEREAS, Assignee is a successor to the portion of the business to which the Assigned Marks pertain, which business is ongoing and existing; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to the Assigned Marks, together with (a) all goodwill of the business associated with or symbolized by the Assigned Marks, (b) all common law rights in, and all rights derived from, the Assigned Marks and all registrations that may be granted thereon, and any renewals thereof, (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Assigned Marks, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor, (d) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Marks and the right to receive such income, royalties and payments, (e) the right to prosecute, maintain and defend the Assigned Marks, (f) the right to claim priority based on the Assigned Marks and (g) the right to fully and entirely stand in the place of Assignor in all matters related thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Authority. As of the Effective Date the Assignee hereby authorizes the Assignor to take whatever steps the Assignor deems appropriate, on the Assignee's behalf, to maintain the Assigned Marks in the respective jurisdiction.

3. Further Assurances. As may be necessary, Assignor shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement and as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby. If Assignor fails to promptly take or execute any of the actions or documents described in this Section 3 after written request by Assignee, Assignor hereby constitutes and appoints Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Trademark Assignment.

4. Recordation. Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in and to the Assigned Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Assignee of the Assigned Marks. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned Marks 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 Trademark Assignment.

5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. General Provisions. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment. Neither this Trademark Assignment nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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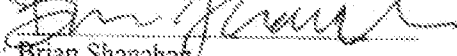
Schedule A

LIST OF ASSIGNED MARKS

Trademark	Country	Registration Date	Registration Number
TILIA	USA	May 13, 2008	3427250

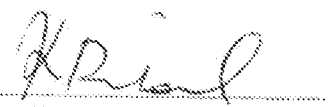
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment with effect as of the Effective Date.

Warner Chilcott Company, LLC, now known as Teva Puerto Rico LLC

By: 
Name: Brian Shanahan
Title: Secretary
Date: 7 November 2018

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment with effect as of the Effective Date.

Mayne Pharma LLC

By: 
Name: KATE RINTOLL
Title: EVP & GENERAL COUNSEL
Date: 16 NOV 2018