

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM511331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IROKO PROPERTIES INC.		01/31/2019	Corporation: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Egalet US Inc.		
Street Address:	600 Lee Road		
Internal Address:	Suite 100		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4505759	ZORVOLEX	
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:	48015.0002001		
NAME OF SUBMITTER:	Keith Barritt		
SIGNATURE:	/Keith Barritt/		
DATE SIGNED:	02/25/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), is made and entered into as of January 31, 2019, by and between Iroko Properties Inc., a British Virgin Islands company (“Assignor”), and Egalet US Inc., a Delaware corporation (“Assignee”).

RECITALS

WHEREAS, Iroko Pharmaceuticals Inc. and the Assignee have entered into that certain Asset Purchase Agreement, dated as of October 30, 2018, as amended by Amendment No. 1, dated as of January 30, 2019, and by Amendment No. 2, dated as of January 31, 2019 (the “Asset Purchase Agreement”), pursuant to which Iroko Pharmaceuticals Inc. and its Subsidiaries (including Assignor) have agreed to sell, convey, transfer, assign and deliver to the Assignee, and the Assignee has agreed to purchase from Iroko Pharmaceuticals Inc. and its Subsidiaries, the Transferred Assets, including, without limitation, the Transferred Trademarks, and to assume from Iroko Pharmaceuticals Inc. and its Subsidiaries the Assumed Liabilities, in each case, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, in accordance with and subject to the terms of the Asset Purchase Agreement, the parties wish to execute this Assignment for the purpose of assigning, transferring and conveying the Transferred Trademarks to Assignee; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the parties hereto agree as follows:

1. Assignment of Transferred Trademarks. The Assignor does hereby sell, assign, set over, and transfer to the Assignee, and the Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interests in, to and under the Transferred Trademarks, including the Trademarks listed on Schedule A hereto, together with (a) all registrations and applications for the foregoing and all common law rights and other rights under applicable Law or international convention in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to the Assignor in respect of the foregoing.

2. Recording of Assignment. The Assignor hereby authorizes the relevant authority at the United States Patent and Trademark Office and at corresponding agencies in relevant jurisdictions to record a confirmatory assignment of this Assignment. In jurisdictions where a confirmatory assignment is unacceptable this Assignment may be recorded.

3. Cooperation. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record and perfect the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, execution of papers, and other assistance all to the extent reasonably necessary or desirable for perfecting all right, title and interest herein conveyed, provided, however, that the expense incurred by the Assignor in providing such cooperation shall be paid for by the Assignee.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. No Third Party Beneficiaries. This Assignment is not intended to, nor shall it, create any rights in or confer any benefits upon any person other than the parties to this Assignment.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which, including those received via facsimile transmission or email, shall be deemed an original, and all of which shall constitute one and the same agreement.

7. Modification and Waiver. None of the provisions in this Assignment may be waived, changed or altered except in a writing signed by all of the parties hereto.

8. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the United States of America and the laws of the State of Delaware without regard to the conflicts of law principles of such state.

10. Waiver of Jury Trial. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS ASSIGNMENT (EACH PARTY HERETO HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO, INCIDENTAL TO OR ARISING IN ANY WAY FROM THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

ASSIGNOR:

Iroko Properties Inc.



By: _____

Name: Todd Smith

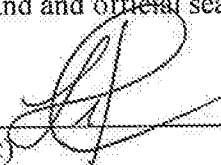
Title: Director

COUNTY OF New York)
STATE OF New York) SS.

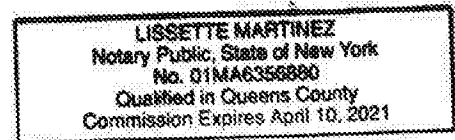
On this 31 day of January, in the year 2019, before me, LISSETTE MARTINEZ Notary Public, personally appeared TODD SMITH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE 
(NOTARY PUBLIC)

(SEAL)



[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

ASSIGNEE

EGALET US INC.

By: *RS Radie*
Name: Robert S. Radie
Title: Authorized Officer

County of Chester)
) SS.
State of Pennsylvania)

On this 31st day of January, in the year 2019, before me, Dana M. Natale Notary Public, personally appeared Robert S. Radie, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
Commonwealth of Pennsylvania - Notary Seal
DANA M. NATALE, Notary Public
Chester County
My Commission Expires June 4, 2022
Commission Number 1332506

Signature *D. Natale*
(Notary Public)

[Signature Page to Trademark Assignment]

SCHEDULE A

Transferred Trademarks

FR REF	MARK	COUNTRY	FILING DATE	APPL NO	REG DATE	REGNO	STATUS	ALL GOODS SERVICES	OWNER
30052-0005001	ZORVOLEX	UNITED STATES	09/01/2011	85/413,540	04/01/2014	4,505,759	REGISTERED	05 - PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF PAIN AND PAIN ASSOCIATED WITH INFLAMMATION	IROKO PROPERTIES INC.