

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512956

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900486957		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acorda Therapeutics, Inc.		10/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Grünenthal GmbH		
Street Address:	Zieglerstr 6		
City:	Aachen		
State/Country:	GERMANY		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3719009	QUTENZA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128198200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Claudia A. Smith White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 2:	Trademark Department		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1180963-0004		
DOMESTIC REPRESENTATIVE			
Name:	Claudia A. Smith White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 2:	Trademark Department		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Claudia A. Smith		
SIGNATURE:	/Claudia A. Smith/		

DATE SIGNED:	03/06/2019
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "**Assignment**") is entered into and made effective this 30th day of October, 2018, by and between Acorda Therapeutics, Inc., a Delaware corporation ("**Assignor**"), and Grünenthal GmbH, a company incorporated under German law with offices at Zieglerstr 6, Aachen, Germany ("**Assignee**"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Asset Purchase Agreement, dated as of May 22, 2018, between Assignor and Assignee (the "**Asset Purchase Agreement**").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor is transferring certain assets and liabilities of Assignor to Assignee; and

WHEREAS, the Asset Purchase Agreement contemplates Assignor and Assignee entering into this Assignment in order to effectuate certain of the transfers contemplated thereby in accordance with the terms and conditions set forth therein and herein.

NOW, THEREFORE, in consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, its successors, legal representatives and assigns, all of Assignor's rights in and under the Trademarks set forth on Appendix A attached hereto (hereinafter, collectively, the "**Assigned Trademarks**") and all goodwill associated therewith and symbolized thereby, as well as all rights and priorities afforded under the trademark laws of the United States or any international agreement, treaty, law or convention in which any rights in any such Assigned Trademarks may exist, and all of Assignor's rights to sue or to bring any action or to assert any claim, whether at law or in equity, against any third party relating to any of the Assigned Trademarks, including without limitation for past, present or future infringement, misappropriation, dilution or other unauthorized use of any of the Assigned Trademarks, to obtain injunctive relief, and to recover or collect royalties, damages, and profits, including without limitation for such past, present or future infringement, misappropriation, dilution or other unauthorized use of the Assigned Trademarks.

2. Assignor hereby covenants and agrees that it will not execute any agreement in conflict herewith.

3. Assignor, upon Assignee's reasonable request therefor, shall prepare, execute and, if required under applicable Law, have notarized (or, as applicable, cause its Affiliates to prepare, execute and, if required under applicable Law, have notarized) all further assignments required to transfer to Assignee the Assigned Trademarks. As between Assignor and Assignee, Assignee shall be responsible for filing such intellectual property assignments and other instruments of transfer with applicable Governmental Authorities. Assignee shall pay all Third Party filing fees in connection with filing such assignments.

4. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, to act for and in its behalf and

stead, to execute and file any such documents and to do all other lawfully permitted acts to register, evidence or perfect Assignee's rights under this Assignment, including without limitation as required or contemplated by Section 3 hereof or by the Asset Purchase Agreement, with the same legal force and effect as if executed by Assignor or any of its successors, legal representatives or assigns.

5. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

6. Except in connection with a permitted assignment of the Asset Purchase Agreement, the rights and obligations of the parties under this Assignment shall not be assignable by either Assignor or Assignee without the written consent of the other party. This Assignment shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

7. This Assignment shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of Assignor or Assignee

8. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive Law of another jurisdiction.

9. This Assignment may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic delivery (i.e., by electronic mail of a PDF signature page) shall be effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment effective as of
October 30, 2018.

Grünenthal GmbH

By: [Signature]
Name: Susanne Ziemons, duly authorized under
PoA dated 8 October 2018

By: [Signature]
Name: Saskia Zemolka, duly authorized under PoA
dated 8 October 2018

State of New Jersey
County of Morris

On this 30th day of October, 2018, before me, the undersigned notary public, personally
appeared Susanne Ziemons, proved to me through satisfactory evidence of identification, which was a
passport, to be the person whose name is signed on this document and who swore or
affirmed to me that the contents of this document are truthful and accurate to the best of his/her
knowledge and belief.

[Signature]
Notary Public
My commission expires: 4/1/2021

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DATE

OCT 30 2018

BARBARA A. O'KEEFE
Notary Public of New Jersey
My Commission Expires 4/1/2021

State of New Jersey
County of Morris

On this 30th day of October, 2018, before me, the undersigned notary public, personally
appeared Saskia Zemolka, proved to me through satisfactory evidence of identification, which was a
passport, to be the person whose name is signed on this document and who swore or
affirmed to me that the contents of this document are truthful and accurate to the best of his/her
knowledge and belief.

[Signature]
Notary Public
My commission expires: 4/1/2021

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DATE

OCT 30 2018

BARBARA A. O'KEEFE
Notary Public of New Jersey
My Commission Expires 4/1/2021

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the Assignor warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

Assignor: Acorda Therapeutics, Inc.

Signature:

[Handwritten Signature]



Typed

Name: Ron Cohen

Title: President and CEO

Address:

Date: December 4, 2018

State of New York)
County of Westchester) SS.:

On this 4th day of December, 2018, before me, LISA GANZI
Notary Public, personally appeared Ron Cohen, MD, personally known 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.

WITNESS my hand and official seal

[Handwritten Signature]

LISA GANZI
Notary Public, State of New York
No. 01GA6176978
Qualified in Westchester County
Commission Expires January 10, 2020

SIGNATURE PAGE
TRADEMARK ASSIGNMENT

Appendix A

Trademarks

Mark	Jurisdiction	Serial No.	Registration No.
QUTENZA	United States of America	77/144,310	3,719,009
QUTENZA	Canada	1563859	TMA871441
QUTENZA	Mexico	1932544	1924277
QUTENZA	Japan	IR934645	IR934645