

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515242

<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>
LLOYD, Inc. of Iowa		03/20/2019	Corporation: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alvogen Group Holdings 4 LLC		
<b>Street Address:</b>	10 Bloomfield Ave.		
<b>City:</b>	Pine Brook		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07058		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4808951	THYRO-TABS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	048478-0031		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	03/20/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of March 20, 2019, by and between LLOYD, Inc. of Iowa, an Iowa corporation ("Assignor"), and Alvogen Group Holdings 4 LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and together as the "Parties."

**WHEREAS**, Assignor and Assignee (and Assignee's Affiliate) are parties to the Asset Purchase Agreement, dated as of March 20, 2019 (the "Asset Purchase Agreement"); and

**WHEREAS**, the execution and delivery of this Agreement is required in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements contained in the Asset Purchase Agreement, this Agreement and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

2. Assignment of Trademarks. Effective as of the date hereof, Assignor (on behalf of itself and on behalf of its Affiliates) hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's and its Affiliates' right, title and interest in and to the Purchased Trademarks listed on **Schedule A** hereto, and including all applications, registrations, renewals and/or extensions thereof in the Territory (the "**Assigned Trademarks**"), including all common law rights therein in the Territory, together with all rights to bring an action, whether at law or in equity, for infringement or other violation of the Assigned Trademarks against any Third Party, all rights to recover damages, profits and injunctive relief for infringement or other violation of the Assigned Trademarks, and all goodwill of the business associated with and symbolized by the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

3. Recordation. Assignor hereby authorizes Assignee to record this assignment with the U.S. Patent and Trademark Office. Assignee shall be solely responsible for recording this assignment with the U.S. Patent and Trademark Office bearing all costs and expenses associated therewith.

4. Further Assurances. Assignor agrees, upon Assignee's request and at Assignee's cost and expense, to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Agreement.

5. No Benefit to Third Parties. The covenants and agreements set forth in this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and shall not be construed as conferring any rights on any other Persons.

6. LLOYD Trademarks. The Parties hereto acknowledge and agree that Assignor is the owner of other trademarks that are not subject to, or not being transferred, conveyed or assigned under, this Agreement (the "LLOYD Trademarks") and that nothing in this Agreement, the Asset Purchase Agreement, or the other Ancillary Agreements shall give Assignee any rights, title or interest in or to any of the LLOYD Trademarks (which may be transferred in the future by Assignor).

7. Amendment. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties.

8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

9. Governing Law. This Agreement 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 Agreement to the substantive Law of another jurisdiction.

10. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

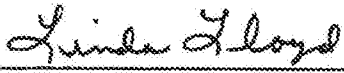
11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

*[Signature page follows]*


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

ASSIGNOR:

LLOYD, INC. OF IOWA

By:   
Name: Linda Lloyd  
Title: CEO and Chairman

LLOYD, INC. OF IOWA

By:   
Name: Richard Donnelly  
Title: President and COO

*[Signature Page to Trademark Assignment]*

**ASSIGNEE:**

ALVOGEN GROUP HOLDINGS 4 LLC

A handwritten signature in black ink, appearing to read "Lisa Graver", written in a cursive style.

By: \_\_\_\_\_

Name: Lisa Graver

Title: President

Schedule A

Assigned Trademarks

Mark: THYRO-TABS

Registration No. 4808951

Registration Date: September 8, 2015

Class 5 for "pharmaceutical preparations for the treatment of hypothyroidism"