

Correction April 3, 2019
by F. Traub

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516272

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
LLC/Delaware			
Name	Formerly	Execution Date	Entity Type
Alterna-TCHP, LLC		03/20/2019	Corporation: DELAWARE Limited Liability
RECEIVING PARTY DATA			
Name:	Moberg Pharma North America LLC		
Street Address:	7 East Frederick Place, Suite 100		
City:	Cedar Knolls		
State/Country:	NEW JERSEY		
Postal Code:	07927		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2177049	KERASAL	
Registration Number:	4560668	KERASAL NAIL	
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:	18442854263 ext 724		
Email:	ftraub@culhanemeadows.com		
Correspondent Name:	Felicia G. Traub, Esq., Culhane Meadows		
Address Line 1:	100 Crescent Court, Suite 700		
Address Line 2:	Culhane Meadows PLLC		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2855-16902 Assign MPNA		
NAME OF SUBMITTER:	Felicia G. Traub, Esq.		
SIGNATURE:	/feliciagtraub/		
DATE SIGNED:	03/27/2019		
Total Attachments: 7			
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Company/
Delaware

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of 20 March 2019, is by and between Alterna-TCHP, LLC, a limited liability company organized under the laws of Delaware, having its registered address at Morristown, NJ 07960 ("Assignor") to Moberg Pharma North America LLC, a limited liability company organized under the laws of Delaware, having its registered address at 7 East Frederick Place, Suite 100, Cedar Knolls, NJ 07927, USA ("Assignee").

WHEREAS, Assignor is the owner, or licensee, as applicable, of certain intellectual property listed on the attached Exhibits A and B (the "Assigned IP");

WHEREAS, Assignor and Assignee have on the date hereof agreed to transfer all of the Assigned IP from the Assignor to the Assignee for a consideration of US\$1; and

WHEREAS, Assignor and the Assignee are members of the same ownership group and pursuant to the Share Purchase Agreement dated hereof by and among Moberg Pharma AB and Jazz Holdco, Inc., Assignor is required assign certain assets to the Assignee, including all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices.

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

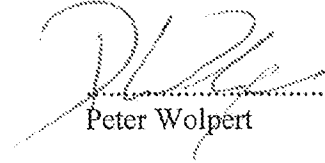
1. Assignment of Trademarks. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Exhibit A attached hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").
2. Assignment of Licenses. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademark licenses as set forth in Exhibit B attached hereto; and (ii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Licenses"). Each party shall, and shall use its best endeavours to procure that any necessary third party shall, promptly execute and deliver

such documents and perform such acts as may be required for the purpose of giving full effect to this Assignment.

3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

Signed by Peter Wolpert
for and on behalf of **Alterna-TCHP, LLC**


Peter Wolpert

Signed by Peter Wolpert
for and on behalf of **Moberg Pharma North America
LLC**


Peter Wolpert

Appendix A

Trademarks owned by Alterna-TCHP, LLC

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Assignment Information	Status	TTAB Information	Comments
Design only (spoon)	USPTO	78/225,926 14-MAR-2003	2888966	ALTERNA TCHP, LLC		Abandoned.		Expires on 9/29/2014
ELIXSURE	USPTO	76/329,078 22-OCT-2001	2792257 9-DEC-2003	ALTERNA TCHP, LLC		Registered		Expires on 12/9/2023 Proof of use term December 3, 2023
KERASAL	Canada	761168 4-AUG-1994	TMA445284 14-JUL-1995	ALTERNA TCHP, LLC		Registered		Expires on 7/15/2025
KERASAL	Greece	154763 25-NOV-2010	154763 17-JAN-2012	ALTERNA TCHP, LLC		Registered		Expires on 11/26/2020
KERASAL	Jordan	17545 23-APR-2012	128520	ALTERNA TCHP, LLC		Registered		Expires on 4/24/2022
KERASAL	Lebanon	142721 3-MAR-2012	142721 3-MAR-2012	ALTERNA TCHP, LLC		Registered		Expires on 5/4/2027
KERASAL	Mexico	1376704 24-MAY-2013	1474583 4-AUG-2014	ALTERNA TCHP, LLC		Registered		Expires on 5/25/2023
KERASAL	Mexico	211166 7-SEP-1994	513609 5-JAN-1996	ALTERNA TCHP, LLC		Registered		Expires on 9/8/2024
KERASAL	Qatar	84781 24-OCT-2013		ALTERNA TCHP, LLC		Closed. Opposed by Galdena, decision to withdraw		
KERASAL	USPTO	74596642 8-NOV-1994	2177049 28-JUL-1998	ALTERNA TCHP, LLC		Registered		Expires on 7/29/2028 Proof of use term July 28, 2028
KERASAL AL	USPTO	78/305,131 25-SEP-2003	2945921	ALTERNA TCHP, LLC		Closed		Expired on 5/4/2015
KERASAL FOOT	South Korea	40-2016-47143 22-JUN-2016	40-1242479 28-MAR-2017	ALTERNA TCHP, LLC		Registered		Expires on 3/29/2027
KERASAL	China	13172555	13172555	ALTERNA TCHP, LLC		Registered		Expires on 1/7/2025

NAIL			2-SEP-2013	7-JAN-2015	LLC					
KERASAL NAIL	China	13172554	2-SEP-2013		ALTERNA TCHP, LLC		Closed			
KERASAL NAIL	Singapore	T1407126J	8-MAY-2014	T1407126J 8-MAY-2014	ALTERNA TCHP, LLC		Registered		Expires on 5/9/2024	
KERASAL NAIL	Thailand	949464	14-AUG-2014	161111745 14-AUG-2014	ALTERNA TCHP, LLC		Registered		Expires on 8/14/2024	
KERASAL NAIL	Thailand	960843	3-NOV-2014	171115435 3-NOV-2014	ALTERNA TCHP, LLC		Registered		Expires on 11/3/2024	
KERASAL NAIL	South Korea	40-2015-6592	28-JAN-2015	40-1138244 23-OCT-2015	ALTERNA TCHP, LLC		Registered		Expires on 10/24/2025	
KERASAL NAIL	South Korea	40-2015-6593	28-JAN-2015		ALTERNA TCHP, LLC		Closed. Rejected			
KERASAL NAIL	Japan	2015-013568	16-FEB-2015	5807628 20-NOV-2015	ALTERNA TCHP, LLC		Registered		Expires on 11/21/2025	
KERASAL NAIL	US	85/462,938	2-NOV-2011	4,560,668 1-JUL-2014	ALTERNA TCHP, LLC		Registered		Expires on 7/2/2024	
KERASAL	Brazil	901918946	2-SEP-2009	901918946 26-JUN-2012	REGISTERED BY AND LICENSED FROM SPIRIG (GALDERMA)				Proof of use term July 1, 2020	
KERASAL	International	470607	2-AUG-1982	470607 2-AUG-1982	REGISTERED BY AND LICENSED FROM SPIRIG (GALDERMA)				Expires on 8/3/2022	
KERASAL	Kuwait	106279	13-SEP-2009	557296 23-JUL-1990	REGISTERED BY AND LICENSED FROM SPIRIG (GALDERMA)				Expires on 7/24/2020	
KERASAL	Saudi Arabia	147057	2-SEP-2009	89497 13-SEP-2009	REGISTERED BY AND LICENSED FROM SPIRIG (GALDERMA)				Expires on 9/13/2019	
KERASAL	United Arab Emirates	133859	9-OCT-2011	1273/41 2-SEP-2009	REGISTERED BY AND LICENSED FROM SPIRIG (GALDERMA)				Expires on 5/16/2019	
KERASAL	United Arab Emirates	133859	9-OCT-2011	155450 9-OCT-2011	REGISTERED BY AND LICENSED				Expires on 9/24/2019	

Appendix B

Trademarks licensed by Alterna-TCHP, LLC

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Assignment Information	Status	TTAB Information	Comments
KERASAL	Brazil	901918946 2-SEP-2009	901918946 26-JUN-2012	REGISTERED BY AND LICENSED FROM SPIRIG (GALDERMA)				Expires on 7/27/2022
KERASAL	International	470607 2-AUG-1982 557296 23-JUL-1990	470607 2-AUG-1982 557296 23-JUL-1990	REGISTERED BY AND LICENSED FROM SPIRIG (GALDERMA)				Expires on 8/3/2022 Expires on 7/24/2020
KERASAL	Kuwait	106279 13-SEP-2009	89497 13-SEP-2009	REGISTERED BY AND LICENSED FROM SPIRIG (GALDERMA)				Expires on 9/13/2019
KERASAL	Saudi Arabia	147057 2-SEP-2009	1273/41 2-SEP-2009	REGISTERED BY AND LICENSED FROM SPIRIG (GALDERMA)				Expires on 5/16/2019
KERASAL	United Arab Emirates	133859 9-OCT-2011	155450 9-OCT-2011	REGISTERED BY AND LICENSED FROM SPIRIG (GALDERMA)				Expires on 9/24/2019