

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519775

<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>
ARALEZ PHARMACEUTICALS TRADING DAC		02/15/2019	Private Company Limited By Shares: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ATHENA BIOSCIENCE, LLC		
<b>Street Address:</b>	244 E. Washington St.		
<b>City:</b>	Athens		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30601		
<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>	3729598	FIBRICOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4047450598		
<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>	4044005955		
<b>Email:</b>	simon.jenner@bakerjenner.com		
<b>Correspondent Name:</b>	Simon Jenner		
<b>Address Line 1:</b>	5500 Interstate North Parkway, Suite 460		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30328		
<b>NAME OF SUBMITTER:</b>	Simon Jenner		
<b>SIGNATURE:</b>	/SJ/		
<b>DATE SIGNED:</b>	04/18/2019		
<b>Total Attachments: 6</b>			
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OP \$40.00 3729598



**ASSIGNMENT OF TRADEMARK RIGHTS**

**THIS ASSIGNMENT OF TRADEMARK RIGHTS** (this "Assignment") is made as of February 15, 2019, by and between **ARALEZ PHARMACEUTICALS TRADING DAC**, an Irish designated activity company ("DAC Assignor"), **OLD API WIND-DOWN LTD. (f/k/a ARALEZ PHARMACEUTICALS INC.)** ("Inc. Assignor," and together with DAC Assignor, "Assignors") and **ATHENA BIOSCIENCE, LLC**, a Delaware limited liability company ("Assignee").

**RECITALS**

WHEREAS, DAC Assignor is the owner of the trademark registration set forth on Schedule A, including all goodwill associated therewith (the "Trademark");

WHEREAS, Inc. Assignor is the owner of the domain name registration set forth on Schedule B, including all goodwill associated therewith (the "Domain Name"); and

WHEREAS, pursuant to the Purchase Agreement, dated January 14, 2019, by and among DAC Assignor, Aralez Pharmaceuticals US Inc., Halton Laboratories LLC, Tribute Pharmaceuticals International Inc. and Assignee (the "Purchase Agreement"), Assignors desire to assign to Assignee, and Assignee desires to accept from Assignors, Assignors' entire right, title and interest in and to the Trademark and Domain Name.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in this Assignment, the covenants and agreements contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment of Rights by Assignors.**

(a) DAC Assignor does hereby transfer, assign, set over, convey and deliver to Assignee, and Assignee hereby accepts from DAC Assignor, all of DAC Assignor's right, benefit, title, and interest in, to and under the Trademark, including all goodwill associated therewith.

(b) Inc. Assignor does hereby transfer, assign, set over, convey and deliver to Assignee, and Assignee hereby accepts from Inc. Assignor, all of Inc. Assignor's right, benefit, title, and interest in, to and under the Domain Name, including all goodwill associated therewith.

2. **Recordation and Further Assurances.**

(a) DAC Assignor hereby authorizes the Commissioner for Trademark of the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. DAC Assignor shall execute any and all applications, assignments, declarations, affidavits, powers of attorney, and any other papers in connection therewith reasonably necessary

to perfect such right, benefit, title, and interest in Assignee upon Assignee's reasonable request and at Assignee's sole cost and expense.

(b) Upon Assignee's reasonable request and at Assignee's sole cost and expense, the Inc. Assignor shall take such actions as may be reasonably necessary to effectuate the assignment and transfer of the applicable Domain Name to Assignee, including unlocking such Domain Name, securing and forwarding to Assignee transfer authorization codes for such Domain Name and completing such automated website procedures and documentation as may be required by the registrar of such Domain Name to release and transfer possession and control of such Domain Name to Assignee.

3. **Enforceability.** This Assignment is being executed by Assignors and shall be binding upon it and its respective successors and assigns, for the uses and purposes set forth above, and shall be effective as of the date hereof.

4. **Choice of Law.** This Assignment shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to its conflicts or choice of law provisions. Each party hereby consents and agrees that the courts of State of New York and the United States District Court for the Southern District of New York have exclusive jurisdiction to hear, determine and enforce any claims or disputes arising out of or related to the provisions of this Assignment.

5. **Counterparts.** This Assignment may be executed by facsimile or other electronic means to accurately send images, or by electronic signature service and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

6. **No Conflict.** Nothing contained in this Assignment will supersede any of the obligations, agreements, covenants, or representations and warranties of the Assignors or the Assignee contained in the Purchase Agreement, and this Assignment is made and accepted subject to all the terms, conditions, representations and warranties set forth in the Purchase Agreement, all of which survive execution and delivery of this Assignment as set forth in the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized corporate officer effective as of the date first written above.

ASSIGNOR:

ARALEZ PHARMACEUTICALS TRADING  
DAC

By: C. Freeland  
Name: Christopher Freeland  
Title: Authorized Signatory

OLD API WIND-DOWN LTD. (f/k/a Aralez  
Pharmaceuticals Inc.)

By: C. Freeland  
Name: Christopher Freeland  
Title: General Counsel and Chief Operating  
Officer

ASSIGNEE:

ATHENA BIOSCIENCE, LLC

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Assignment of Trademark Rights]*

**TRADEMARK**  
**REEL: 006623 FRAME: 0525**

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized corporate officer effective as of the date first written above.

**ASSIGNOR:**

**ARALEZ PHARMACEUTICALS TRADING  
DAC**

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

Name: Christopher Freedland

Title: Authorized Signatory

**OLD API WIND-DOWN LTD. (f/k/a Aralez  
Pharmaceuticals Inc.)**

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

Name: Christopher Freedland

Title: General Counsel and Chief Operating  
Officer

**ASSIGNEE:**

**ATHENA BIOSCIENCE, LLC**

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

Name: Thomas J. Bryant

Title: President + CEO

*[Signature Page to Assignment of Trademark Rights]*

Schedule A

**TRADEMARK**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Serial No.</b>	<b>Reg. Date</b>
FIBRICOR	U.S.A.	3729598	77574728	Dec. 22, 2009

Schedule B

**DOMAIN NAME**

<b>Domain Name</b>	<b>Expiry</b>	<b>Registrar</b>
fibricor.com	09-29-2019	GoDaddy.com, LLC