

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aceto Corporation		04/29/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Aceto US, L.L.C.		
Street Address:	4 Tri Harbor Court		
City:	Port Washington		
State/Country:	NEW YORK		
Postal Code:	11050		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3842184	HALOMAX 75	
Registration Number:	1392019	ACETO	
Registration Number:	1309606	ANTI-CLOG	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	One Lowenstein Drive		
Address Line 4:	ROSELAND, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	25441.53		
NAME OF SUBMITTER:	Vanessa A. Ignacio		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	05/01/2019		
Total Attachments: 6			
source=Atlas - Trademark Assignment Agreement (Aceto Corporation) (Executed)#page1.tif			
source=Atlas - Trademark Assignment Agreement (Aceto Corporation) (Executed)#page2.tif			
source=Atlas - Trademark Assignment Agreement (Aceto Corporation) (Executed)#page3.tif			

CH \$90.00 3842184

source=Atlas - Trademark Assignment Agreement (Aceto Corporation) (Executed)#page4.tif

source=Atlas - Trademark Assignment Agreement (Aceto Corporation) (Executed)#page5.tif

source=Atlas - Trademark Assignment Agreement (Aceto Corporation) (Executed)#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), is entered into effective as of the 29th day of April, 2019 by and between Aceto Corporation, a New York corporation, with an address of c/o AlixPartners LLC, 1221 McKinney St #3275, Houston, TX 77010, Attention: Rebecca Roof (“Assignor”), in favor of Aceto US, L.L.C., a Delaware limited liability company, with an address of c/o Aceto US, L.L.C., 4 Tri Harbor Court, Port Washington, New York 11050, Attention: Frances Scally, Senior Vice President, Chief Accounting Officer (“Assignee”).

WHEREAS, Assignor (together with certain of its affiliates) and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 18, 2019 (as it may be amended from time to time, the “Purchase Agreement”), pursuant to which Assignee is purchasing certain assets and assuming certain liabilities of Assignor;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged including the sum of \$50.00 USD, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such

applications accompanies the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office or applicable government office to record and register this Trademark Assignment upon request by Assignee. At any time or from time to time after the date hereof, Assignor shall, at the request of Assignee and at Assignee's expense, execute and deliver any further instruments or documents and take all such further action as Assignee may reasonably request in order to evidence the consummation of this Trademark Assignment.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. Signatures to this Trademark Assignment transmitted by facsimile transmission, by

electronic mail in “portable document format” form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

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

5. Purchase Agreement. Assignor and Assignee agree that this Trademark Assignment is subject to the terms and conditions of the Purchase Agreement and that this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall govern.

6. Governing Law. This Trademark Assignment and all claims or causes of action (whether at Law, in contract, in tort or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ACETO CORPORATION

By: 

Name: Steven S. Rogers

Title: SVP and Chief Legal Officer

Accepted by:

ACETO US, L.L.C

By: *Frances Scally*

Name: Frances Scally

Title: Senior Vice President and Chief Accounting Officer

STATE OF New York, COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 25 day of APRIL, 2019, by _____, the _____ of _____, a _____, on behalf of said company. He/she is personally known to me or produced License as identification.

Notary Public

Linda A. Efinger

Typed, printed or stamped name of Notary Public

My Commission Expires:

LINDA A. EFINGER
NOTARY PUBLIC-STATE OF NEW YORK
No. 016F6085645
Qualified in Nassau County
My Commission Expires: December 30, 2022

SCHEDULE A

Assigned Trademarks

Marks					
Mark	Registration Number	Registration Date	Application Date	Owner	Country
HALOMAX 75	3842184	August 31, 2010	September 16, 2008	Aceto Corporation	United States
ACETO	1392019	May 6, 1986	February 11, 1985	Aceto Corporation	United States
ANTI-CLOG	1309606	December 18, 1984	March 15, 1983	Aceto Corporation	United States