

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523148

<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>
UCB Manufacturing, Inc.		02/06/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lannett Company, Inc.		
<b>Street Address:</b>	103 Foulk Road		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19803		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0891484	ZAROXOLYN	
<b>Registration Number:</b>	2415414	METADATE	
<b>Registration Number:</b>	3262513	METADATE CD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125179201		
<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>	312-517-9283		
<b>Email:</b>	ipdocket@foxrothschild.com		
<b>Correspondent Name:</b>	Alanna Elinoff		
<b>Address Line 1:</b>	997 Lenox Drive		
<b>Address Line 2:</b>	Building 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648		
<b>NAME OF SUBMITTER:</b>	Alanna Elinoff		
<b>SIGNATURE:</b>	/Alanna Elinoff/		
<b>DATE SIGNED:</b>	05/10/2019		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is made as of this sixth day of February, 2018, by and among (i) UCB, Inc., a Delaware corporation (“**Seller**”), (ii) Lannett Company, Inc., a Delaware corporation (“**Purchaser**”) and (iii) UCB Manufacturing, Inc., a Delaware corporation (the “**Selling Affiliate**” and, together with Seller, “**UCB**”). Seller, Purchaser and the Selling Affiliate are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, Seller or the Selling Affiliate is the sole and exclusive owner of the Trademarks set forth on Schedule A attached hereto and made part hereof (collectively, the “**Purchased Trademarks**”); and

**WHEREAS**, in connection with that certain Asset Purchase Agreement, dated as of February 6, 2018 (the “**Asset Purchase Agreement**”), by and between Seller and Purchaser, Purchaser wishes to acquire and accept from UCB, and UCB wishes to sell, transfer, assign and deliver to Purchaser the Purchased Trademarks, together with goodwill of the business associated with and symbolized by the Purchased Trademarks.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, agreements and promises contained in the Asset Purchase Agreement, this Trademark Assignment 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. Defined Terms.** Unless otherwise specifically provided herein, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
- 2. Conveyance and Acceptance of Purchased Trademarks.** In accordance with the provisions of the Asset Purchase Agreement, UCB hereby sells, transfers, assigns and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts from UCB, for Purchaser’s own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by UCB if this Trademark Assignment had not been made, all of UCB’s right, title and interest in and to the Purchased Trademarks (together with all goodwill of the business associated therewith and symbolized thereby), and any and all of UCB’s other rights, privileges and priorities provided under state and federal law with respect to the Purchased Trademarks, including, without limitation, UCB’s common law rights and rights under the laws of unfair competition, and any and all rights to any income, royalties, damages and payments which become due or payable in respect thereof on or after the effective date of this Trademark Assignment, and in and to all causes of action (either at law or in equity) and the right to sue, counterclaim and recover for past, present and/or future infringement, damages or other

unauthorized uses of the Purchased Trademarks, whether known to UCB as of the date hereof or that may become known after the date of this Trademark Assignment (but only with respect to an action in respect of any such recovery which is initiated by Purchaser after the effective date of this Trademark Assignment).

3. **Recordation.** UCB hereby authorizes Purchaser to record this Trademark Assignment with the U.S. Patent and Trademark Office.
4. **Further Assurances.** UCB agrees, at Purchaser's expense, to take such further action and to execute and deliver such additional instruments and documents as Purchaser may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment.
5. **Asset Purchase Agreement Controls.** Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, representations or, in general any of the rights and remedies, or any of the obligations of Purchaser or UCB set forth in the Asset Purchase Agreement. This Trademark Assignment is subject to and governed entirely in accordance with the terms of the Asset Purchase Agreement. Nothing contained herein is intended to modify or supersede any of the provisions of the Asset Purchase Agreement.
6. **Miscellaneous.**
  - (a) **Governing Law.** This Trademark Assignment, the negotiation, execution or performance of this Trademark Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the State of Delaware, without reference to its conflicts of law principles.
  - (b) **Amendments and Waivers.** This Trademark Assignment may be amended, modified, superseded or canceled and any of the terms, covenants, representations or warranties hereof may be waived only by an instrument in writing signed by each of the Parties or, in the case of a waiver, by or on behalf of the Party waiving compliance. No course of dealing between the Parties shall be effective to amend or waive any provision of this Trademark Assignment.
  - (c) **Expenses.** All costs and expenses associated with the conveyance under this Trademark Assignment of all right, title and interest of UCB in and to the Purchased Trademarks shall be borne solely by Purchaser.
  - (d) **Severability.** In the event that any provision contained in this Trademark Assignment shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or

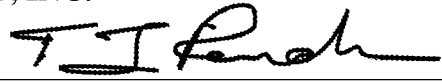
unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

- (e) **Counterparts.** This Trademark Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each Party shall have received counterparts hereof signed by the other Parties. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.
- (f) **Other.** Sections 7.06 (Limitation on Damages), 7.11 (Jurisdiction), 7.12 (Service of Process), 7.13 (Waiver of Jury Trial) and 7.15 (Specific Performance) of the Asset Purchase Agreement shall apply to this Trademark Assignment *mutatis mutandis*.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

**UCB, INC.**

By: 

Name: Thiyagaraja Ravindran

Title: Treasurer

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 006649 FRAME: 0345**

**UCB MANUFACTURING, INC.**

By: 

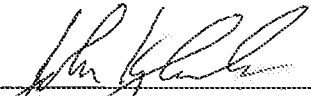
Name: Thiyagaraja Ravindran

Title: Treasurer

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK  
REEL: 006649 FRAME: 0346**

LANNETT COMPANY, INC.

By:   
Name: John Kozlowski  
Title: Chief Operating Officer

*[Signature Page to Trademark Assignment Agreement]*



**SCHEDULE A**

**PURCHASED TRADEMARKS**

County	Mark	Reg. No.	Reg. Date
USA	ZAROXOLYN	0891484	05/26/1970
USA	METADATE	2415414	12/26/2000
USA	METADATE CD	3262513	07/10/2007