

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524980

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900495761 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Spectrum Pharmaceuticals, Inc. | | 03/01/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Acrotech Biopharma LLC | | |
| Street Address: | 279 Princeton Hightstown Road | | |
| City: | East Windsor | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08520 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86140026 | BELEODAQ | |
| Serial Number: | 86508057 | EVOMELA | |
| Serial Number: | 77415998 | FUSILEV | |
| Serial Number: | 88165625 | KHAPZORY | |
| Serial Number: | 78243740 | MARQIBO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3123459980 | | |
| <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: | 312-807-4346 | | |
| Email: | alexis.douglas@klgates.com | | |
| Correspondent Name: | Alexis Crawford Douglas | | |
| Address Line 1: | K&L Gates LLP | | |
| Address Line 2: | P.O. Box 1135 | | |
| Address Line 4: | Chicago, ILLINOIS 60690 | | |
| ATTORNEY DOCKET NUMBER: | 1959396.00001 | | |
| NAME OF SUBMITTER: | Alexis Crawford Douglas | | |
| SIGNATURE: | /acd/ | | |

ASSET PURCHASE AGREEMENT

between

SPECTRUM PHARMACEUTICALS, INC.,

as Seller,

and

ACROTECH BIOPHARMA LLC,

as Buyer



Dated as of January 17, 2019

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, dated as of January 17, 2019 (this “**Agreement**”), is between Spectrum Pharmaceuticals, Inc., a Delaware corporation (“**Seller**”), Acrotech Biopharma LLC, a Delaware limited liability company (“**Buyer**”) [REDACTED], solely for purposes of Article XI. Buyer and Seller are referred to herein each as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller currently markets the following hematology/oncology products: BELEODAQ®, EVOMELA®, FOLOTYN®, MARQIBO®, FUSILEV®, KHAPZORY™ and ZEVALIN® (each, a “**Product**”, and collectively, the “**Product Portfolio**”); and

WHEREAS, Seller desires to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, the assets and liabilities related to the Product Portfolio, as set forth herein; and

WHEREAS, as a condition and inducement to Seller’s willingness to enter into this Agreement, Parent Guarantor has agreed to guarantee Buyer’s performance of the Obligations.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Defined Terms. For purposes of this Agreement:

“**Affiliate**” of any specified Person means (a) any other Person which directly or indirectly controls, is controlled by, or is under common control with such first Person, and (b) any Person who is a director, officer, general partner or principal of such Person or of any Person which directly or indirectly controls, is controlled by, or is under common control with such Person. For purposes of this definition, “control” of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by ownership of voting stock, by Contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

[REDACTED]

[REDACTED]

[REDACTED]

“Assumed Liabilities” has the meaning set forth in Section 2.03.

[REDACTED]

“Bill of Sale and Assignment and Assumption Agreement” has the meaning set forth in Section 3.02(a)(i).

[REDACTED]

“Business” means the development, manufacture, packaging, labeling, marketing, distribution, sale or other disposition of the Product Portfolio.

[REDACTED]

[REDACTED]

“Buyer” has the meaning set forth in the preamble.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



“Intellectual Property” means any and all of the following in any jurisdiction throughout the world: (a) trademarks, service marks, trade names, logos, trade dress, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations and works of authorship, whether or not copyrightable; (c) trade secrets, confidential know-how and all other confidential data, processes, protocols, proprietary and nonproprietary technical and other information, and formulae; (d) inventions and patents, including all provisional applications, non-provisional applications, international (PCT) applications, substitutions, continuations, continuations in part, divisions, renewals, foreign counterparts, and all patents granted thereon or issuing therefrom; and (e) websites and internet domain name registrations.

“Intellectual Property Assets” means all Intellectual Property that is owned by Seller or its Affiliates and exclusively used in connection with the Business, including the Intellectual Property Registrations.

“Intellectual Property Assignment” has the meaning set forth in Section 3.02(a)(ii).

“Intellectual Property Registrations” means the Intellectual Property that is registered, filed or issued under the authority of any Governmental Authority and set forth in Section

2.01(d) of the Disclosure Schedules, including all patents, registered copyrights and registered trademarks and all applications for any of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

“Law” means any statute, law (including common law), ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or binding directive, policy statement, standard or guidance enacted, adopted or applied by any Governmental Authority.

[REDACTED]

“Liabilities” means any liabilities, debts, obligations or commitments of any nature, whether known or unknown, absolute, accrued, contingent, liquidated, unliquidated, due or to become due or otherwise.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Party" or "Parties" have the meaning set forth in the Preamble to this Agreement.

[REDACTED]

[REDACTED]

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Purchased Assets" has the meaning set forth in Section 2.01.

[REDACTED]

[REDACTED]

“Seller” has the meaning set forth in the preamble.

[REDACTED]

[REDACTED]

(h) all goodwill and other intangible assets exclusively related to the Business and Purchased Assets; and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 2.03 Assumed Liabilities. At the Closing, Buyer shall assume and agree to pay, perform, discharge when due or otherwise become responsible and liable for the following (collectively, the "Assumed Liabilities"):

[REDACTED]

(c) all other Liabilities arising out of or relating to the Product Portfolio, the conduct of the Business or Buyer's ownership of the Purchased Assets, in each case, accrued on or after the Closing; and

[REDACTED]

(d) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 2.05 Purchase Price.

(a) At Closing, Buyer shall pay to Seller an amount in cash equal to [REDACTED] (“**Upfront Purchase Price**”), less the Escrow Amount, for the Purchased Assets and Assumed Liabilities, by wire transfer of immediately

available funds to an account or accounts designated in writing by Seller to Buyer no later than two (2) Business Days prior to the Closing Date.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE III
CLOSING**



Section 3.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a Bill of Sale and Assignment and Assumption Agreement substantially in the form of Exhibit A hereto (the "**Bill of Sale and Assignment and Assumption Agreement**") duly executed by Seller;

(ii) an Intellectual Property Assignment substantially in the form of Exhibit B (the "**Intellectual Property Assignment**") duly executed by Seller;



[REDACTED]

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Upfront Purchase Price less the Escrow Amount;

(ii) the Bill of Sale and Assignment and Assumption Agreement duly executed by Buyer;

(iii) the Intellectual Property Assignment duly executed by Buyer;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 4.08 Intellectual Property.

(a) Section 2.01(d) of the Disclosure Schedules lists, for each Intellectual Property Registration: (i) the jurisdiction in which such Intellectual Property Registration has been registered or filed; and (ii) the applicable registration or serial number for such Intellectual Property Registration.

(b) The Intellectual Property Assets constitute all of the Intellectual Property owned by Seller and its Affiliates that is necessary for the conduct of the Business as conducted by Seller immediately prior to the Closing. There is no Overlapping IP.

(c) Seller and its Subsidiaries exclusively own or have the right to use all Intellectual Property Assets, free and clear of any Encumbrances other than Permitted Encumbrances. Without limiting the generality of the foregoing, to Seller's Knowledge:

(i) [REDACTED]

[REDACTED]

[REDACTED]

(e) To Seller's Knowledge, all Intellectual Property Registrations are valid, subsisting and enforceable.

[REDACTED]

[REDACTED]


[REDACTED]

[REDACTED]

[REDACTED]

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

SPECTRUM PHARMACEUTICALS, INC.

By  _____

Name: Joseph W. Turgeon

Title: President & Chief Executive Officer

ACROTECH BIOPHARMA LLC

By _____

Name:

Title:

**ACKNOWLEDGED AND AGREED AS OF THE DATE HEREOF
WITH RESPECT TO ARTICLE XI:**

AUROBINDO PHARMA USA, INC.

By _____

Name:

Title:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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

SPECTRUM PHARMACEUTICALS, INC.

By _____

Name: Joseph W. Turgeon

Title: President & Chief Executive Officer

ACROTECH BIOPHARMA LLC

By _____

Name: Swami S. Iyer

Title: Chief Financial Officer

**ACKNOWLEDGED AND AGREED AS OF THE DATE HEREOF
WITH RESPECT TO ARTICLE XI:**

AUROBINDO PHARMA USA, INC.

By _____

Name: Swami S. Iyer

Title: Chief Financial Officer

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

**TRADEMARK
REEL: 006654 FRAME: 0046**

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “**Agreement**”), dated as of March 1, 2019, is entered into among Spectrum Pharmaceuticals, Inc., a Delaware corporation (“**Spectrum**”), [REDACTED]

[REDACTED] (collectively with Spectrum, “**Sellers**”), in favor and for the benefit of Acrotech Biopharma LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of January 17, 2019 (as amended, restated, supplemented or otherwise modified in accordance with its terms through the date hereof, the “**Purchase Agreement**”), between Spectrum and Buyer, Buyer agreed to purchase from Sellers, and Spectrum on behalf of Sellers, agreed to sell, assign, transfer, convey and deliver at the Closing, all of the Purchased Assets, in each case on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Buyer has agreed to assume at Closing all of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, and in reliance upon the representations, warranties, covenants and agreements set forth therein, effective as of Closing, Sellers hereby sell, assign, transfer, convey and deliver to Buyer, and Buyer hereby purchases from Sellers, free and clear of any Encumbrances, other than Permitted Encumbrances, all of Sellers’ right, title and interest in, to and under the Purchased Assets (except for the Intellectual Property Registrations which shall be conveyed to Buyer from Sellers pursuant to the Intellectual Property Assignment).

(2) Assumption. Upon the terms and subject to the conditions of the Purchase Agreement, and in reliance upon the representations, warranties, covenants and agreements set forth therein, effective as of Closing, Buyer hereby assumes all of the Assumed Liabilities, and shall pay, perform, discharge when due or otherwise be responsible and liable for the Assumed Liabilities.

(3) Purchase Agreement Controlling. Notwithstanding any other provisions of this Agreement 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,

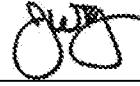
including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of Sellers or Buyer set forth in the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Agreement and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

(4) Incorporation by Reference. The provisions of Sections 10.01, 10.02, 10.03, 10.04, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12, 10.13, and 10.14 of the Purchase Agreement apply to this Agreement *mutatis mutandis* and are hereby incorporated into this Agreement by reference.

[SIGNATURE PAGES FOLLOW]

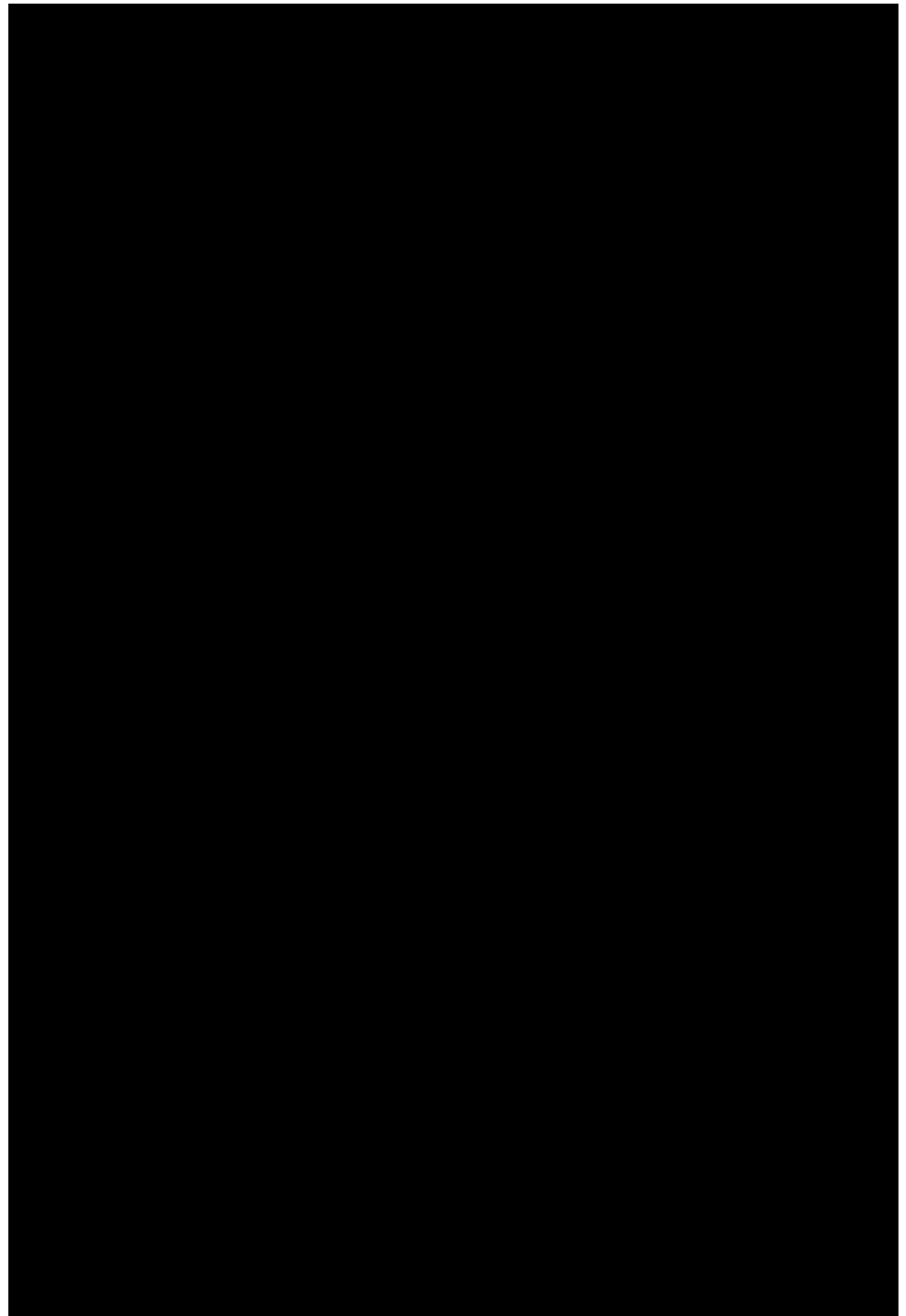
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

SPECTRUM PHARMACEUTICALS, INC.




Name: Joseph W. Turgeon

Title: President & Chief Executive Officer



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

ACROTECH BIOPHARMA LLC

By: 
Name: Swami S. Iyer
Title: Chief Financial Officer

[SIGNATURE PAGE TO BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT]

TRADEMARK
REEL: 006654 FRAME: 0050

INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT**, dated as of March 1, 2019 (this "**Assignment**"), is between Spectrum Pharmaceuticals, Inc., a Delaware Corporation,



(the "**Assignors**"), and Acrotech Biopharma LLC, a Delaware limited liability company (the "**Assignee**"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of January 17, 2019 (as amended, restated, supplemented or otherwise modified in accordance with its terms through the date hereof, the "**Purchase Agreement**") between Spectrum Pharmaceuticals, Inc. ("**Seller**") and the Assignee, Seller agreed to sell, assign, convey, transfer and deliver at the Closing, all of the Intellectual Property Registrations, in each case on the terms and subject to the conditions set forth in the Purchase Agreement;

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, and in reliance upon the representations, warranties, covenants and agreements set forth therein, effective as of Closing, Assignors hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts from Assignors, free and clear of any Encumbrances, other than Permitted Encumbrances, all of Assignors' right, title and interest in, to and under the Intellectual Property Registrations.

(2) Recording and Further Actions. Assignors further consent to the recordation of this Assignment by Assignee with the relevant Governmental Authorities in all jurisdictions in which the Intellectual Property Registrations exist. Assignee agrees to assume responsibility for recording fees and other costs associated with recording this Assignment of Intellectual Property.

(3) Purchase Agreement Controlling. Notwithstanding any other provisions of this Agreement 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, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of Sellers or Buyer set forth in the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Agreement and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

(4) Incorporation by Reference. The provisions of Sections 10.01, 10.02, 10.03, 10.04, 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12, 10.13, and 10.14 of the Purchase Agreement apply to this Agreement *mutatis mutandis* and are hereby incorporated into this Agreement by reference.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties have executed this Assignment of Intellectual Property as of the date first written above.

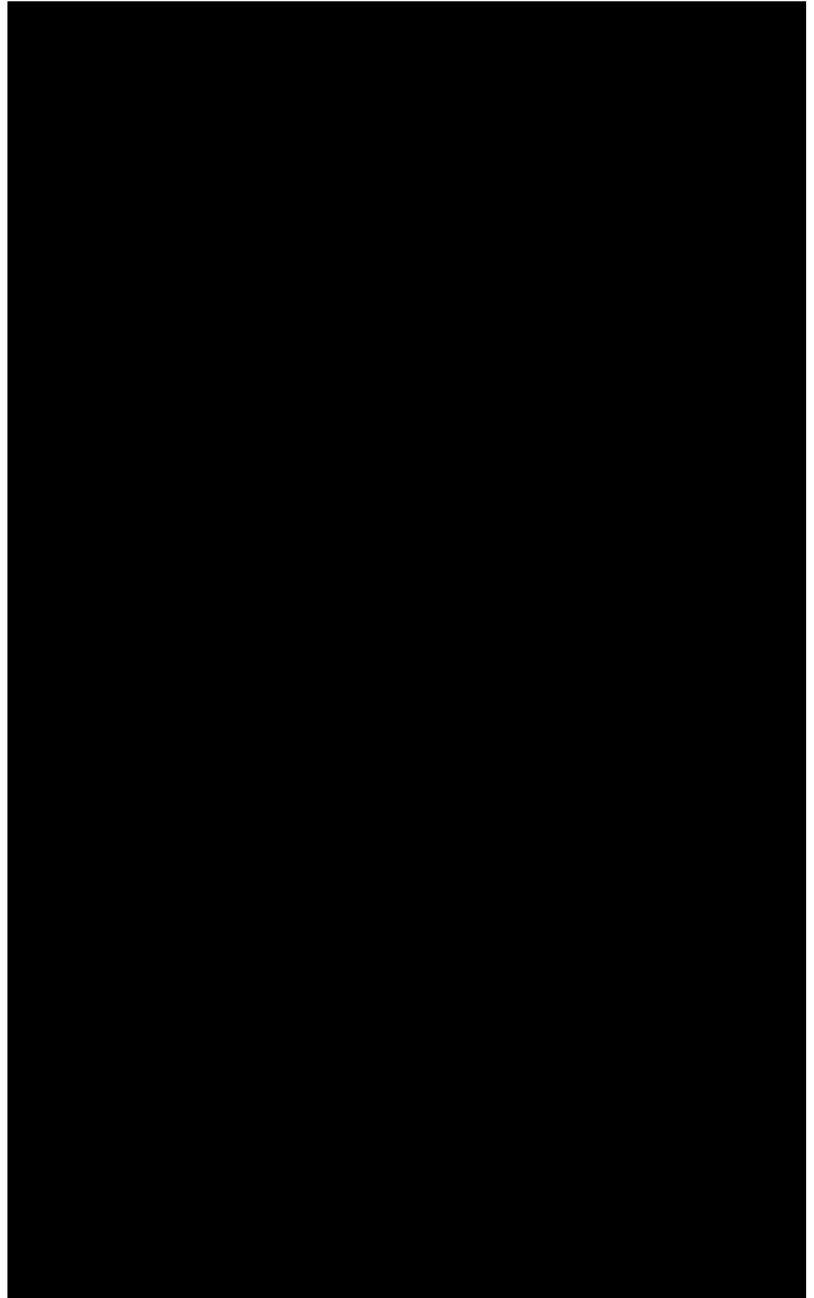
ASSIGNORS:

SPECTRUM PHARMACEUTICALS, INC.



Name: Joseph W. Turgeon

Title: President & Chief Executive Officer



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 006654 FRAME: 0053

ASSIGNEE:

ACROTECH BIOPHARMA LLC



Name: Swami S. Iyer

Title: Chief Financial Officer

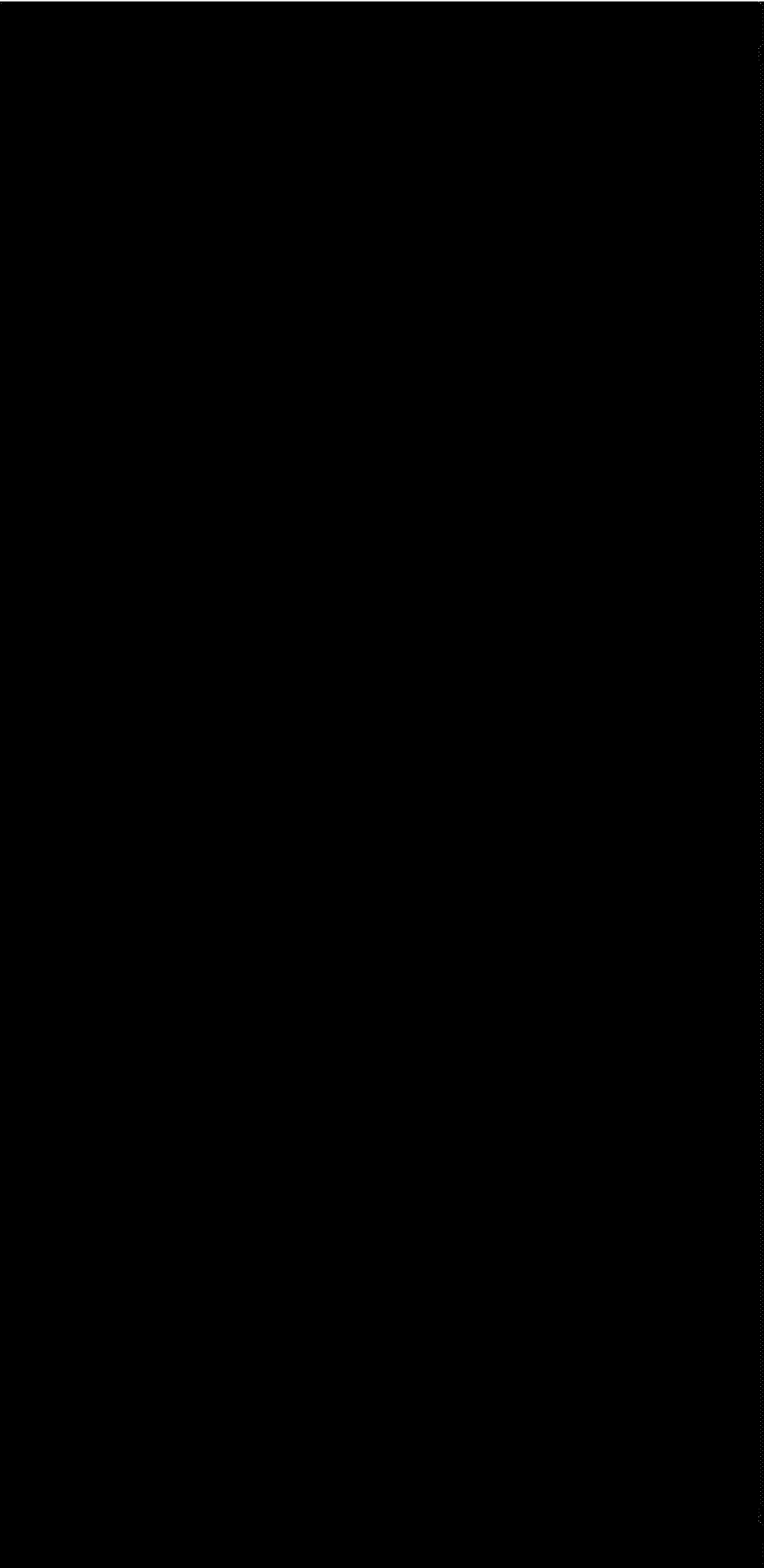
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

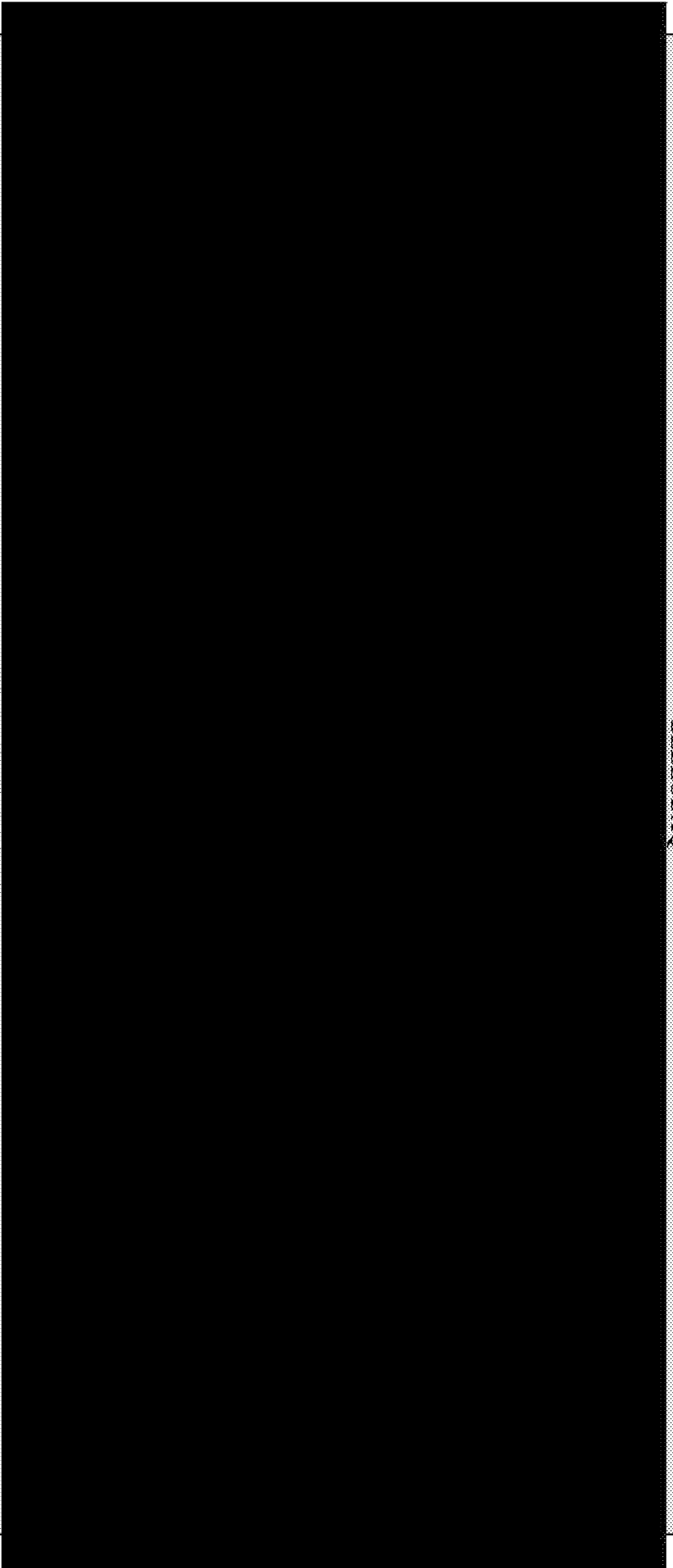
TRADEMARK
REEL: 006654 FRAME: 0054

Intellectual Property Registrations

**Section 2.01(d)
Purchase and Sale of Assets**

BELFODAO





Domestic Trademarks

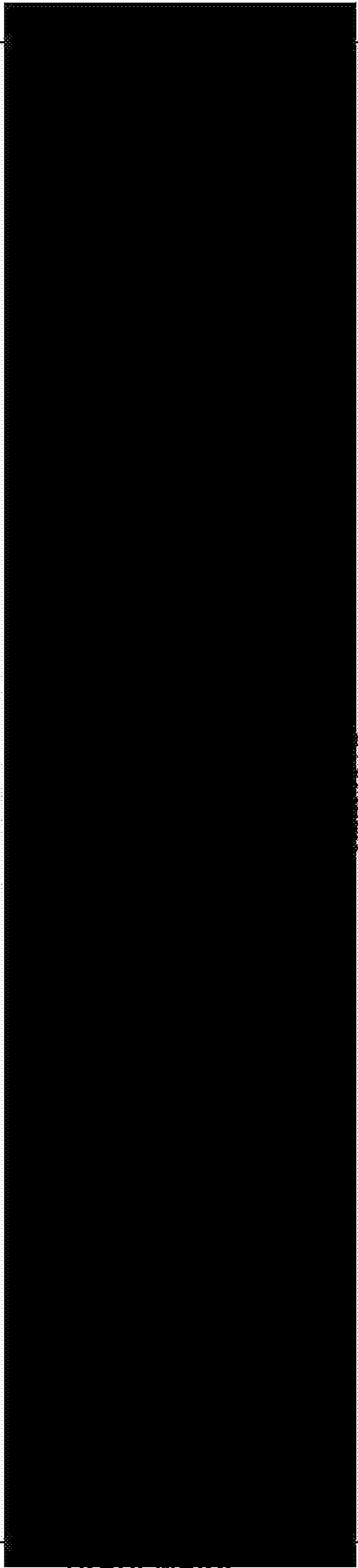
Serial Number

86140026

Foreign Trademarks

Seller conveys any and all interest held in any foreign trademark application, registration or equivalent related to Beleodaq.

EVOMELA



Domestic Trademarks

Serial Number

86508057

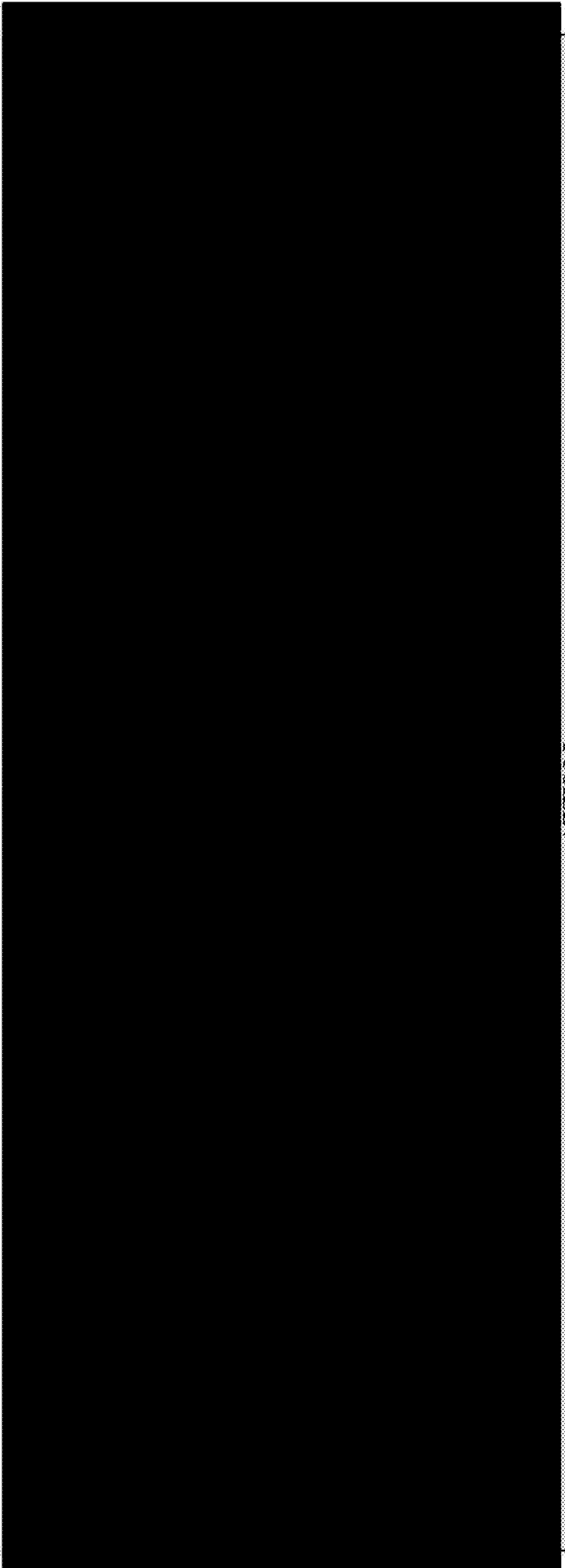
Foreign Trademarks

Seller conveys any and all interest held in any foreign trademark application, registration or equivalent related to Evomela.

TRADEMARK

REEL: 006654 FRAME: 0057

FUSILEY



Domestic Trademarks

Serial Number

77415998

Foreign Trademarks

Seller conveys any and all interest held in any foreign trademark application, registration or equivalent related to Fusiley.

TRADEMARK

REEL: 006654 FRAME: 0058

KHAPZORY

Domestic Trademarks

Serial Number

88165625

Foreign Trademarks

Seller conveys any and all interest held in any foreign trademark application, registration or equivalent related to Khapzory.

TRADE

REEL: 006654

MARQUIO

Domestic Trademarks

Serial Number

78243740

Foreign Trademarks

EP (Reg. No. 003919321)

CA (Reg. No. TMA728643)

Barbados (Reg. 81/18069)

TRADEMARK

REEL: 006654 FRAME: 0060