

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insys Development Company, Inc.		08/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hikma Pharmaceuticals USA Inc.		
Street Address:	246 Industrial Way West		
City:	Eatontown		
State/Country:	NEW JERSEY		
Postal Code:	07724-2206		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88080631	NALVERSAL	
Serial Number:	88296307	RESQNAR	
Serial Number:	88296331	SIMNAZ	
CORRESPONDENCE DATA			
Fax Number:	3128762020		
<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) 876-1800		
Email:	adiaz@woodphillips.com		
Correspondent Name:	WOOD PHILLIPS KATZ CLARK & MORTIMER		
Address Line 1:	500 W. MADISON STREET		
Address Line 2:	Suite 1130		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	F. William McLaughlin		
SIGNATURE:	/F. William McLaughlin/		
DATE SIGNED:	09/11/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”), dated as of August 29, 2019 (“Effective Date”), is entered into by and between Insys Development Company, Inc., a corporation organized and existing under the Laws of Delaware (“Assignor”), and Hikma Pharmaceuticals USA Inc., a Delaware corporation (“Assignee”). Assignor and Assignee are individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 5, 2019, by and between Insys Therapeutics, Inc., the parent entity of Assignor (“Parent”), and Assignee (the “Purchase Agreement”), Parent agreed to sell, and to cause its Affiliates (including Assignor) to sell, to Assignee, and Assignee agreed to purchase from Assignor, all of Assignor’s Marks included in the Transferred Assets, in each case on the terms and subject to the conditions contained in the Purchase Agreement;

WHEREAS, as required in the Purchase Agreement, Assignor hereby desires to deliver, sell and transfer to Assignee its entire worldwide right, title and interest in, to and under the Marks set forth on Exhibit A hereto (the “Assigned Marks”); and

WHEREAS, Assignee desires to purchase, acquire and accept the Assigned Marks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignor hereby irrevocably conveys, assigns and transfers to Assignee its entire worldwide right, title and interest in, to and under the Assigned Marks, free and clear of all liens, together with any and all goodwill connected with and symbolized by the foregoing, the same to be held and enjoyed by Assignee for its own use and enjoyment and 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 Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, and Assignee hereby purchases and accepts from Assignor the Assigned Marks, including, without limitation, (a) all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, any and all claims and causes of action (whether in Law or in equity) with respect thereto; (b) the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment; and (c) all other rights of any kind whatsoever of Assignor accruing under the Assigned Marks.

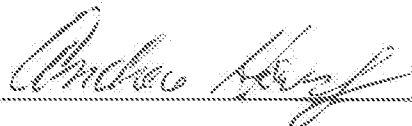
3. This Assignment is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and permitted assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Marks. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York (without regard to the choice of Law principles thereof) and the intellectual property Laws of the United States without giving effect to any Law that would result in the application of a different body of Law than as set forth in this Section 3, except to the extent that such Laws are superseded by the Bankruptcy Code.
4. Upon reasonable request by Assignee, Assignor will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned Marks set forth herein, and to vest and perfect in Assignee such right, title, and interest in and to the Assigned Marks as sold, assigned and transferred to Assignee hereunder.
5. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Marks.
6. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or change is sought to be enforced.
7. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto, it being understood that all Parties hereto need not sign the same counterpart. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

As Assignor

Insys Development Company, Inc.

By: 

Name: Andrece Housley


Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
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As Assignee

Hikma Pharmaceuticals USA Inc.

By:  _____

Name: Brian Hoffmann

Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006741 FRAME: 0745

EXHIBIT A
ASSIGNED MARKS

Trademark	Application Filing Date	Application Number	Registration Number	Registration Date	Owner of Record	Goods and Services
NALVERSAL™	8/16/2018	88080631			INSYS DEVELOPMENT COMPANY, INC.	Pharmaceutical and drug preparations for use in treatment of opiate, opioid or narcotic overdose.
RESQNAR™	2/11/2019	88296307			INSYS DEVELOPMENT COMPANY, INC.	Pharmaceutical and drug preparations for use in treatment of opiate, opioid or narcotic overdose.
SIMNAZ™	2/11/2019	88296331			INSYS DEVELOPMENT COMPANY, INC.	Pharmaceutical and drug preparations for use in treatment of opiate, opioid or narcotic overdose.