

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM541802

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sloan Pharma S.A.R.L.		07/01/2019	SARL (société à responsabilité limitée): LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Alfasigma USA, Inc.		
Street Address:	4099 Highway 190, East Service Road		
City:	Covington		
State/Country:	LOUISIANA		
Postal Code:	70433		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86555043	ZELNORM	
CORRESPONDENCE DATA			
Fax Number:	2259262685		
<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:	2259279908		
Email:	ask@roykiesel.com		
Correspondent Name:	Stephen R. Doody		
Address Line 1:	P.O. Box 15928		
Address Line 4:	Baton Rouge, LOUISIANA 70895		
NAME OF SUBMITTER:	Stephen R. Doody		
SIGNATURE:	/StephenR.Doody/		
DATE SIGNED:	09/20/2019		
Total Attachments: 7			
source=Condor - Trademark Assignment Agreement - Fully Executed#page1.tif			
source=Condor - Trademark Assignment Agreement - Fully Executed#page2.tif			
source=Condor - Trademark Assignment Agreement - Fully Executed#page3.tif			
source=Condor - Trademark Assignment Agreement - Fully Executed#page4.tif			
source=Condor - Trademark Assignment Agreement - Fully Executed#page5.tif			

OP- \$40.00 86555043

source=Condor - Trademark Assignment Agreement - Fully Executed#page6.tif

source=Condor - Trademark Assignment Agreement - Fully Executed#page7.tif

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS agreement (“Trademark Assignment”), dated as of July 1, 2019, is made between Sloan Pharma, a private limited liability company (“société à responsabilité limitée”) governed by the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B191903, acting through its branch “Sloan Pharma S.à r.l., Bertrange, Cham Branch”, a branch governed by the laws of Switzerland and with registered office at c/o Maras AG, Alte Steinhäuserstrasse 21, 6330 Cham (the “Assignor”) and Alfasigma USA, Inc., a Delaware Corporation with its principal place of business located at 4099 Highway 190, East Service Road, Covington, LA 70433, USA (the “Assignee”).

WHEREAS, the Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of July 1, 2019 (the “Purchase Agreement”), under which Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain trademarks of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby 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 1 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 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, 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 Assigned Trademarks 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 Assigned Trademarks ; and

(d) any and all claims and causes of action with respect to any of the Assigned Trademarks , 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 hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. 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. A signed copy of this Trademark 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 Trademark Assignment.

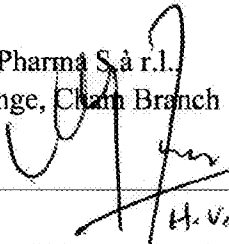
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, 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 United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

SIGNATURE PAGE FOLLOWS

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.

Sloan Pharma S.à r.l.
Bertrange, Chazin Branch

By 
Name: H. VAN ZOONEN
Title: BRANCH MANAGER

Alfasigma USA, Inc.

By _____
Name:
Title:

Co-signed for acknowledgment and approval in the name and on behalf of the Sloan Pharma S.à r.l. Board of Directors:

By _____
Name:
Title: Class A Director

By _____
Name:
Title: Class B Director

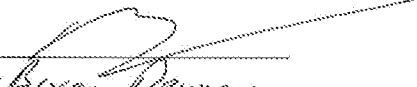
[Signature Page to Trademark Assignment Agreement]

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.

Sloan Pharma S.à r.l.,
Bertrange, Cham Branch

By _____
Name:
Title:

Alfasigma USA, Inc.

By 
Name: *Bryan Downey*
Title: *President + CEO*

Co-signed for acknowledgment and approval in the name and on behalf of the Sloan Pharma S.à r.l. Board of Directors:

By _____
Name:
Title: Class A Director

By _____
Name:
Title: Class B Director

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.

Sloan Pharma S.à r.L.
Bertrange, Cham Branch

By _____
Name:
Title:

Alfasigma USA, Inc.

By _____
Name:
Title:

Co-signed for acknowledgment and approval in the name and on behalf of the Sloan Pharma S.à r.L. Board of Directors:

By  _____
Name: Andrej Grossmann
Title: Class A Director

By _____
Name:
Title: Class B Director

[Signature Page to Trademark Assignment 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.

Sloan Pharma S.à r.l.,
Bertrange, Cham Branch

By _____
Name:
Title:

Alfasigma USA, Inc.

By _____
Name:
Title:


Co-signed for acknowledgment and approval in the name and on behalf of the Sloan Pharma S.à r.l. Board of Directors:

By _____
Name:
Title: Class A Director

By _____
Name: P. Breckinridge Jones
Title: Class B Director

[Signature Page to Trademark Assignment Agreement]

Schedule 1

MARK	COUNTRY	FILING DATE	FILING NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
ZELNORM	Brazil	06.04.2001	823152685	29.05.2007	823152685
ZELNORM (Logo) 	Brazil	13.01.2003	825157218	03.07.2007	825157218
ZELMAC	Brazil	17.07.1995	818638010	30.09.1997	818638010
ZELMAC	Ecuador	11.09.2001	117156	17.04.2002	16402
ZELMAC	Germany	19.07.1995	640080	19.07.1995	640080
ZELNORM	European Union	15.02.2001	2089647	15.11.2002	2089647
ZELNORM	European Union	26.09.2007	6335021	29.08.2008	6335021
ZELMAC	European Union	25.01.2001	2054856	28.07.2004	2054856
ZELNORM	Mexico	18.02.2011	1156374	09.02.2012	1266068
ZELMAC	Mexico	02.08.1995	239029	29.08.1995	502156
ZELMAC	Russian Federation	19.07.1995	640080	19.07.1995	640080
ZELMAC	Singapore	26.12.1995	S/12436/95	06.02.2001	T95/12436Z
ZELNORM	Switzerland	25.09.2007	564889	22.11.2007	564889
ZELNORM	United States of America	05.03.2015	86555043	Pending application 5 th extension to file SOU granted 06/06/2019	