

TRADEMARK ASSIGNMENT COVER SHEET

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Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Promius Pharma, LLC		09/06/2019	Corporation Limited Liability Company DELAWARE
RECEIVING PARTY DATA			
Name:	Upsher-Smith Laboratories, LLC		
Street Address:	6701 Evenstad Drive		
City:	Maple Grove		
State/Country:	MINNESOTA		
Postal Code:	55369		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5478282	ZEMBRACE SYMTOUCH	
Serial Number:	87815803	TOSYMRA	
Registration Number:	5186989	ZEMBRACE	
Registration Number:	5186988	SYMTOUCH	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<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:	2062237047		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Makiko Coffland of Lane Powell PC		
Address Line 1:	601 S.W. Second Avenue		
Address Line 2:	Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	126637.0001		
NAME OF SUBMITTER:	Makiko Coffland		
SIGNATURE:	/Makiko Coffland/		
DATE SIGNED:	09/30/2019		
Total Attachments: 4			

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AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS

This AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS (this "Assignment Agreement") is dated September 6, 2019 and is effective as of July 19, 2019 (the "Effective Date"), by and between Promius Pharma, LLC, a Delaware limited liability company ("Assignor"), and Upsher-Smith Laboratories, LLC, a Minnesota limited liability company ("Assignee"). 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. This Assignment Agreement amends and restates in its entirety that certain Assignment of Trademarks dated July 19, 2019, by and among the Assignor and Assignee (the "Original Assignment").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 13, 2019 (as may be amended from time to time, the "Asset Purchase Agreement") by and among Assignor, Assignee and Dr. Reddy's Laboratories Ltd., Assignor has agreed to assign to Assignee the trademarks described herein; and

WHEREAS, the Assignor and the Assignee wish to enter into this Assignment Agreement in order to correct certain Trademarks listed on Exhibit A in the Original Agreement; and

WHEREAS, Assignor has adopted and is using the trademarks described in Exhibit A, attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, Assignor has obtained the trademark registrations for certain of the Trademarks as described in Exhibit A (the "Registrations"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee desires to purchase from Assignor, and Assignor has agreed to sell to Assignee, all right, title and interest in and to the Trademarks and the Registrations as of the Effective Date;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Conveyance and Acceptance of Trademarks. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignor hereby, irrevocably, without reservation, sells, transfers, grants, assigns and conveys to Assignee, free and clear of all Encumbrances other than the Permitted Encumbrances, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks and the Registrations in the entire world, except Brazil, Russia, India, Greater China (Mainland China, Hong Kong, the Macau Special Administrative Region of the People's Republic of China, and Taiwan), Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Turkmenistan, Tajikistan, Ukraine and Uzbekistan (the "Territory"), together with the goodwill of the business associated with the Trademarks in the Territory, and any and all of Assignor's other rights, privileges, and priorities provided under applicable law with respect to the Trademarks and the Registrations in the Territory.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States and any other official of any applicable governmental authority to record Assignee as the assignee and owner of the Trademarks and the Registrations, and to issue any and all registrations from any and all applications for registration included in the Trademarks and the Registrations in and to the name of Assignee.

3. Further Assurances. Assignor shall execute and deliver such additional documents, instruments, conveyances and assurances, prepared by Assignee, and take such further actions as may be

reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment Agreement, including the recordation of this Agreement and perfection of Assignee's interest in and to the Trademarks and the Registrations in the Territory.

4. Purchase Agreement Controls. Nothing in this Assignment Agreement shall be deemed to supersede, diminish, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control.

5. Assignment; Governing Law; Jurisdiction. This Assignment Agreement and the provisions herein contained shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns. The provisions of Section 11.08 (*Governing Law; Jurisdiction*) of the Asset Purchase Agreement shall apply to this Assignment Agreement.

6. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Assignment Agreement 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 Agreement.

7. This Assignment Agreement amends and restates in its entirety the Original Assignment.

[Remainder of this page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives have executed this Assignment Agreement on the date first set above.



PROMIUS PHARMA, LLC

By: [Signature]

Title: SVP, PROPRIETARY PRODUCTS

UPSHER-SMITH LABORATORIES, LLC

By: [Signature]

Title: VP, Legal Affairs

[Signature Page to Assignment of Trademarks]

EXHIBIT A

Trademarks

Trademark	Country	Serial No./ filing date	Registration No./ date
ZEMBRACE SYMTOUCH	USA	87150791/ August 25, 2016	5478282/ May 29, 2018
TOSYMRA	USA	87815803/ March 1, 2018	-
ZEMBRACE	USA	86517055/ June 23, 2015	5186989/ Apr 18, 2017
SYMTOUCH	USA	86517028/ January 28, 2015	5186988/ April 18, 2017