

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synthon Holding B.V.		08/23/2019	Limited Liability Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Synthon B.V.		
Street Address:	Microweg 22		
City:	CM Nijmegen		
State/Country:	NETHERLANDS		
Postal Code:	6545		
Entity Type:	Limited Liability Company: NETHERLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87464096	SYNTHON	
Serial Number:	88336525	SYNTHON	
CORRESPONDENCE DATA			
Fax Number:	2027836031		
<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:	202-783-6040		
Email:	PTO-TM-Email@rfem.com		
Correspondent Name:	Rothwell, Figg, Ernst & Manbeck, PC		
Address Line 1:	607 14th Street NW Suite 800		
Address Line 4:	WASHINGTON, D.C. 20005		
ATTORNEY DOCKET NUMBER:	3599-128/134		
DOMESTIC REPRESENTATIVE			
Name:	E. Anthony Figg		
Address Line 1:	Rothwell, Figg, Ernst & Manbeck, PC		
Address Line 2:	607 14th Street NW Suite 800		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Leo M. Loughlin		
SIGNATURE:	/Leo M. Loughlin/		

CH \$65.00 87464096

DATE SIGNED:	10/11/2019
Total Attachments: 8 source=3599-128ASSN#page1.tif source=3599-128ASSN#page2.tif source=3599-128ASSN#page3.tif source=3599-128ASSN#page4.tif source=3599-128ASSN#page5.tif source=3599-128ASSN#page6.tif source=3599-128ASSN#page7.tif source=3599-128ASSN#page8.tif	

DEED OF TRANSFER OF TRADEMARKS

THIS DEED IS DATED AUGUST 23 AND MADE BETWEEN:

- (1) Synthon Holding B.V., a private company (*besloten vennootschap*), with corporate seat in Nijmegen, the Netherlands, trade register number 10144473, (the "Transferor");

and
- (2) Synthon B.V., a private company (*besloten vennootschap*), with corporate seat in Nijmegen, the Netherlands, trade register number 10036060, (the "Transferee").

BACKGROUND:

- (A) The Transferor is the exclusive legal holder of the trademarks as listed in Schedule 1 (the "Trademarks"), while the Transferee is the beneficial owner of the Trademarks;
- (B) The Parties entered into an SPA and, as a part thereof, a Separation Agreement (the latter the "Principal Agreement") on 30 June 2019, in which they agreed to sell and transfer the legal ownership of the Trademarks prior to Completion, as defined in the Principal Agreement; and
- (C) The Parties now wish to effectuate such transfer pursuant to this deed (this "Deed").

"Party" means each of the Transferor or the Transferee (jointly: the "Parties");

THE PARTIES AGREE AS FOLLOWS:

1 TRANSFER OF THE TRADEMARKS

The Transferor hereby irrevocably transfers, conveys, delivers and assigns to the Transferee with full title guarantee, and the Transferee hereby accepts, all of the Transferor's rights, title and interest in and to the Trademarks. This includes but is not limited to all priority rights, prosecution rights, and goodwill associated with the Trademarks, all rights to any extensions, renewals or amendments of the Trademarks, together with all rights of action and claims for damages and benefits, for the Transferee's own risk and account, that may arise as a result of past or future infringement of the Trademarks.

2 PURCHASE PRICE

In consideration for the transfer of the Trademarks, the Transferee shall pay an amount of EUR 1 to the Transferor, excluding Dutch value added tax (if any).

3 VALUE ADDED TAX

No Dutch value added tax will become chargeable in connection with the transfer of the Trademarks, because the Parties will carry out the transfer of the Trademarks within the fiscal unity for Dutch value added tax purposes.

4 MISCELLANEOUS

4.1 Partial invalidity

If part of this Deed is or becomes invalid or non-binding, the Parties will remain bound to the remaining part. The Parties shall replace the invalid or non-binding part with provisions which are valid and binding and the effect of which, given the contents and purpose of this Deed, is, to the greatest extent possible, similar to that of the invalid or non-binding part.

4.2 Waiver

The Parties waive any right they have to fully or partly terminate, annul or rescind this Deed for whatever reason.

4.3 Counterparts

This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

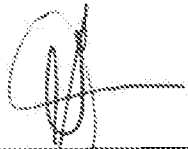
5 GOVERNING LAW; COMPETENT COURT

This Deed is governed by Dutch law.

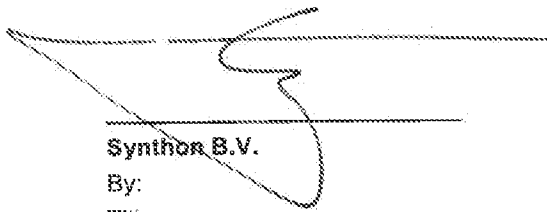
All disputes arising out of or in connection with this Deed will be exclusively resolved by the Amsterdam District Court.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]


THIS DEED HAS BEEN SIGNED ON THE DATE STATED AT THE BEGINNING OF
THIS DEED BY:



Synthon Holding B.V.
By: *J.M. Lemmens*
Title: *Managing Director*



Synthon B.V.
By:
Title: Edwin de Rooij
CEO



Richard Sewalt
CCO Established Markets


Schedule 1 List of Trademarks

See attached Annex

ANNEX

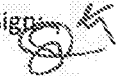
Trademark SYNTHON

Our Ref	Appl. no	Appl. date	Reg. no	Reg. date	Status	Classes	Country
TM1004AR00/TF-004	2308541	13/09/2000	2507005	14/03/2002	Registered Trademark	05	AR
TM1004AR01/TF-004	3381456	17/10/2014	2752097	07/09/2015	Registered Trademark	40	AR
TM1004AR02/TF-004	3381457	17/10/2014	2752098	07/09/2015	Registered Trademark	42	AR
TM1004AU00/TF-004	849758	11/09/2000	849758	11/09/2000	Registered Trademark	05	AU
TM1004AU01/TF-004	1241803	10/10/2014	1686187	10/10/2014	Registered Trademark	35, 40, 42, 45	AU
TM1004AZ00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	AZ
TM1004AZ01/TF-004	1241803	10/10/2014	1241803	10/10/2014	Registered Trademark	40, 42	AZ
TM1004BO00/TF-004	SM-5126- 2007	05/11/2007	114235	15/07/2008	Registered Trademark	05	BO
TM1004BR00/TF-004	823147037	13/09/2000	823147037	12/06/2007	Registered Trademark	05	BR
TM1004BR01/TF-004	908484046	22/10/2014	908484046	04/04/2017	Registered Trademark	40	BR
TM1004BR02/TF-004	908484178	22/10/2014	908484178	04/04/2017	Registered Trademark	42	BR
TM1004BX00/TF-004	958808	14/03/2000	668856	14/03/2000	Registered Trademark	05	BX
TM1004BY00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	BY
TM1004BY01/TF-004	1241803	10/10/2014	1241803	10/10/2014	Registered Trademark	40, 42	BY
TM1004CA00/TF-004	1074989	13/09/2000	639295	06/05/2005	Registered Trademark	05	CA
TM1004CA01/TF-004	1699095	22/10/2014	961732	01/02/2017	Registered Trademark	35, 40, 42, 45	CA
TM1004CH00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	CH
TM1004CH01/TF-004	1241803	10/10/2014	CH1241803	10/08/2017	Registered Trademark	35, 40, 42, 45	CH
TM1004CL00/TF-004	796280	16/11/2007	877208	24/02/2010	Registered Trademark	05	CL
TM1004CL01/TF-004	1127860	17/10/2014	1202243	14/04/2016	Registered Trademark	40, 42	CL
TM1004CN00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	CN
TM1004CN01/TF-004	1241803	10/10/2014	012808631	28/11/2016	Registered Trademark	40, 42	CN

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TM1004CO00/TF-004	07-132024	13/12/2007	381758	08/09/2008	Registered Trademark	05	CO
TM1004CO01/TF-004	1241803	10/10/2014	1241803	15/11/2018	Registered Trademark	40, 42	CO
TM1004CW00/TF-004	VD1003-12	08/09/2000	02977	08/09/2000	Registered Trademark	05	CW
TM1004CY00/TF-004	67443	30/06/2003	67443	30/06/2003	Registered Trademark	05	CY
TM1004CZ00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	CZ
TM1004EC00/TF-004	2011-6186	27/06/2011	7383-12-01	24/09/2012	Registered Trademark	05	EC
TM1005EC00/TF-004	2011-6189	27/06/2011	206-12	09/01/2012	Registered Trademark	40	EC
TM1004EE00/TF-004	744395	27/06/2003	744395	12/09/2000	Registered Trademark	05	EE
TM1004EU00/TF-004	1849918	12/09/2000	1849918	13/10/2005	Registered Trademark	05	EU
TM1004EU01/TF-004	12808631	22/04/2014	12808631	13/10/2014	Registered Trademark	35, 40, 42, 45	EU
TM1004EU02/TF-004	13913661	07/04/2015	13913661	18/09/2015	Registered Trademark	05, 10, 35, 40, 42, 45	EU
TM1004GE00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	5	GE
TM1004GE01/TF-004	1241803	10/10/2014	1241830	16/08/2016	Registered Trademark	40, 42	GE
TM1004HR00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	HR
TM1004HU00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	HU
TM1004IL00/TF-004	1241803	10/10/2014	1241803	22/06/2017	Registered Trademark	40, 42	IL
TM1004IN00/TF-004	1683533	05/05/2008			Opposition (pre-grant)	05	IN
TM1004IN01/TF-004	1683533	10/10/2014	2998353	03/10/2017	Registered Trademark	35, 40, 42, 45	IN
TM1004IR00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	IR
TM1004IR01/TF-004	1241803	10/10/2014	1241803	10/10/2014	Registered Trademark	40, 42	IR
TM1004IS00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	IS
TM1004JP00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	JP
TM1004JP01/TF-004	1241803	10/10/2014	1241803	17/09/2015	Registered Trademark	40, 42	JP
TM1004KR00/TF-004	744395	10/04/2013	744395	01/04/2014	Registered Trademark	05	KR
TM1004KR01/TF-004	1241803	10/10/2014	8-5-2016-002023504	25/05/2016	Registered Trademark	40, 42	KR

TM1004KZ00/TF-004	744395	03/04/2014	744395	12/03/2015	Registered Trademark	05	KZ
TM1004KZ01/TF-004	1241803	10/10/2014	1241803	10/10/2014	Registered Trademark	40, 42	KZ
TM1004LI00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	LI
TM1004LT00/TF-004	744395	27/06/2003	744395	12/09/2000	Registered Trademark	05	LT
TM1004LV00/TF-004	744395	27/06/2003	744395	12/09/2000	Registered Trademark	05	LV
TM1004LV01/TF-004	1241803	10/10/2014	1241803	10/10/2014	Registered Trademark	40, 42	LV
TM1004MN00/TF-004	1241803	10/10/2014	5299-12-08		Registered Trademark	40, 42	MN
TM1004MY00/TF-004	2012000941	18/01/2012	2012000941	17/12/2013	Registered Trademark	05	MY
TM1004MX00/TF-004	1064636	03/02/2010	1155897	29/04/2010	Registered Trademark	05	MX
TM1004MX01/TF-004	1241803	10/10/2014	1241803	10/10/2014	Registered Trademark	40, 42	MX
TM1004MX02/TF-004	1246109	01/02/2012	1295347	09/07/2012	Registered Trademark	35	MX
TM1005MX00/TF-004	1138587	30/11/2010	1206529	14/03/2011	Registered Trademark	40	MX
TM1004NO00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	NO
TM1004NO01/TF-004	1241803	10/10/2014	1241803	16/09/2016	Registered Trademark	40, 42	NO
TM1004NZ00/TF-004	1241803	10/10/2014	1017351	01/09/2015	Registered Trademark	40, 42	NZ
TM1004PE00/TF-004	335108	13/11/2007	136253	11/03/2008	Registered Trademark	05	PE
TM1004PE01/TF-004	593704	21/10/2014			Decision to grant	40, 42	PE
TM1004PL00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	PL
TM1004RU00/TF-004	744395	28/10/2009	744395	12/09/2000	Registered Trademark	05	RU
TM1004RU01/TF-004	1241803	10/10/2014	1241803	29/02/2016	Registered Trademark	40, 42	RU
TM1004SI00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	SI
TM1004SK00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	SK
TM1004SX00/TF-004	02977	08/09/2000	2548	08/09/2000	Registered Trademark	05	SX
TM1004TR00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	TR
TM1004TR01/TF-004	1241803	10/10/2014	1241803	10/05/2016	Registered Trademark	40, 42	TR

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TM1004UA00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	UA
TM1004UA01/TF-004	1241803	10/10/2014	1241803	23/03/2016	Registered Trademark	40, 42	UA
TM1004US01/TF-004	87/464096	25/05/2017			Pending	05, 35, 40, 42, 45	US
TM1004US02/TF-004	88/336525	12/03/2019			Pending	42	US
TM1004UY00/TF-004	386824	05/12/2007	386824	11/08/2010	Registered Trademark	05	UY
TM1004WO00/TF-004	744395	12/09/2000	744395	12/09/2000	Registered Trademark	05	WO
TM1004WO01/TF-004	1241803	10/10/2014	1241803	10/10/2014	Registered Trademark	35, 40, 42, 45	WO
TM1004ZA00/TF-004	2010/10640	19/05/2010	2010/10640	03/12/2012	Registered Trademark	05	ZA
TM1004ZA01/TF-004	2014/28570	20/10/2014	2014/28570	10/07/2017	Registered Trademark	40	ZA
TM1004ZA02/TF-004	2014/28571	20/10/2014	2014/28571	10/07/2017	Registered Trademark	42	ZA

Sign 