

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avanir Pharmaceuticals, Inc.		09/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Currax Pharmaceuticals LLC		
<b>Street Address:</b>	10 North Park Place, Suite 201		
<b>City:</b>	Morristown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07960		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5013268	ONZETRA	
<b>Registration Number:</b>	5013269	XSAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026002261		
<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>			
<b>Phone:</b>	(202) 600-2270		
<b>Email:</b>	aspivak@mosaiclegalgroup.com		
<b>Correspondent Name:</b>	Andrew Spivak c/o Mosaic Legal Group		
<b>Address Line 1:</b>	5185 MacArthur Boulevard, NW, Suite 350		
<b>Address Line 4:</b>	Washington, D.C. 20016-3341		
<b>NAME OF SUBMITTER:</b>	Andrew N. Spivak		
<b>SIGNATURE:</b>	/Andrew N. Spivak/		
<b>DATE SIGNED:</b>	10/17/2019		
<b>Total Attachments: 8</b>			
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source=Avanir to Currax - Executed Trademark Assignment#page8.tif

## TRADEMARK AND SERVICE MARK ASSIGNMENT

This **TRADEMARK AND SERVICE MARK ASSIGNMENT** (this "Assignment") is made as of September 25, 2019, by and between **AVANIR PHARMACEUTICALS, INC.**, a Delaware corporation, as assignor ("Assignor"), and **CURRAX PHARMACEUTICALS LLC**, a Delaware limited liability company, as assignee ("Assignee"), and together with Assignor, collectively, the "Parties").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Assignor and Assignee;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept, the assignment of all of Assignor's right, title, and interest in and to the trademarks and service marks listed on Schedule A attached hereto and incorporated herein by this reference in any and all forms, formats, styles, and designs, including any logos used in conjunction therewith prior to and/or as of the date of this Assignment, together with all goodwill, symbolized thereby (collectively, the "Marks");

WHEREAS, pursuant to the Purchase Agreement, Assignee is the successor to the ongoing and existing business and assets of Assignor related to that portion of Assignor's business to which the Marks pertain; and

WHEREAS, the Parties desire to enter into this Assignment to effect the assignment of the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties hereby agree as follows:

1. Unless otherwise set forth in this Assignment, each capitalized term used in this Assignment has the meaning given to such term in the Purchase Agreement.

2. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including, without limitation, any and all causes of action and other rights assertable under the Marks, including, without limitation, the right to sue third parties for infringement and/or dilution of the Marks, the right to assume any licenses connected with the Marks and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. At any time on or after the date of this Assignment, Assignor shall execute and deliver all such further transfers, assignments, conveyances and assurances and take such actions as reasonably necessary and reasonably requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, as reasonably necessary upon Assignee's request and expense, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known and accessible to Assignor. All costs of filing this Assignment with the United States Patent and Trademark Office or its counterpart in any other jurisdiction shall be the sole responsibility of Assignee.

4. Assignor acknowledges that, except as otherwise set forth in the Transaction Documents, Assignor shall have no right to receive any royalty, fee or other share or income or revenue that may be

received by Assignee from the use, sale, license, or any other transfer or exploitation of the Marks after the Closing.

5. This Assignment is absolute, exclusive and irrevocable.

6. General Provisions.

(a) This Assignment, together with the Purchase Agreement and the other Transaction Documents, constitute the entire agreement and supersede all other prior agreements or understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

(b) This Assignment may be amended or modified only by means of a written instrument executed by both of the Parties.

(c) This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

(d) This Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

(e) This Assignment may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

(f) This Assignment is executed and delivered in connection with the Purchase Agreement and shall not be interpreted or construed as varying in any respect the agreements, covenants, representations or warranties of the Parties contained therein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

**AVANIR PHARMACEUTICALS, INC.**  
a Delaware corporation

By: 

Name: Wa'el Hashad

Title: President and Chief Executive Officer

**ASSIGNEE:**

**CURRAX PHARMACEUTICALS LLC**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first set forth above.


**ASSIGNOR:**

**AVANIR PHARMACEUTICALS, INC.**  
a Delaware corporation

By: \_\_\_\_\_

**ASSIGNEE:**

**CURRAX PHARMACEUTICALS LLC**  
a Delaware limited liability company

By:   
Name: George P. Hampton  
Title: President & CEO

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 006773 FRAME: 0427**

**SCHEDULE A**

**REGISTERED TRADEMARKS AND SERVICE MARKS**

<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Trademark Number</b>
Onzetra	United States of America	5,013,268
Onzetra	Brazil	906818524
Onzetra	Canada	1644732
Onzetra	Japan	1201268
Onzetra	The International Bureau of the World Intellectual Property Organization (“WIPO) (designating China, European Union, India, Japan and Mexico under the Madrid Protocol; declaring India’s intention to use the mark)	1201268
Onzetra	India	2733705/1201268
Promptiva	United States of America	86071005 (Status DEAD)
Promptiva	Brazil	906818443
Promptiva	Canada	1644728
Promptiva	Japan	1201266 (Status DEAD)
Promptiva	WIPO (designating China, European Union, India, Japan and Mexico under the Madrid Protocol; declaring India’s intention to use the mark)	1201266 (Status DEAD)
Promptiva	India	2733902 (Status DEAD)
Zorexix	United States of America	86071016

<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Trademark Number</b>
		(Status DEAD)
Zorexia	Brazil	906818630
Zorexia	Canada	1644733
Zorexia	Japan	1201267 (Status DEAD)
Zorexia	The International Bureau of the World Intellectual Property Organization (“WIPO) (designating China, European Union, India, Japan and Mexico under the Madrid Protocol; declaring India’s intention to use the mark)	1201267 (Status DEAD)
Zorexia	India	2738861 (Status DEAD)
Spelifa	United States of America	86071019 (Status DEAD)
Spelifa	Brazil	906818699
Spelifa	Canada	1644734
Spelifa	Japan	1201269 (Status DEAD)
Spelifa	WIPO (designating China, European Union, India, Japan and Mexico under the Madrid Protocol; declaring India’s intention to use the mark)	1201269 (Status DEAD)
Spelifa	India	2735299 (Status DEAD)
Xsail	United States of America	5,013,269
Xsail	Brazil	906818737



<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Trademark Number</b>
Xsail	Canada	1644735
Xsail	Japan	1203402
Xsail	WIPO (designating China, European Union, India, Japan and Mexico under the Madrid Protocol; declaring India's intention to use the mark)	1203402
Xsail	India	2745564/1203402
Xpria	United States of America	86071030 (Status DEAD)
Xpria	Brazil	906818761
Xpria	Canada	1644736
Xpria	Japan	1203251  (Online records indicate active but all factual indications point to this being marked DEAD)
Xpria	WIPO (designating China, European Union, India, Japan and Mexico under the Madrid Protocol; declaring India's intention to use the mark)	1203251  (Online records indicate active but all factual indications point to this being marked DEAD)
Xpria	India	2747935 (Status DEAD)
Dynaero	United States of America	86071044 (Status DEAD)
Dynaero	Brazil	906818826
Dynaero	Canada	1644738
Dynaero	Japan	1203750 (Status DEAD)

<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Trademark Number</b>
Dynaero	WIPO (designating China, European Union, India, Japan and Mexico under the Madrid Protocol; declaring India's intention to use the mark)	1203750 (Status DEAD)
Naviex	United States of America	86071037 (Status DEAD)
Naviex	Brazil	906818788
Naviex	Canada	1644737
Naviex	Japan	1203749 (Status DEAD)
Naviex	WIPO (designating China, European Union, India, Japan and Mexico under the Madrid Protocol; declaring India's intention to use the mark)	1203749 (Status DEAD)
Naviex	India	2751487 (Status DEAD)