

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549446

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 Therapeutics, Inc.		10/31/2019	Corporation: DELAWARE
Insys Development Company, Inc.		10/31/2019	Corporation: DELAWARE
IC Operations, LLC		10/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fresh Cut Development, LLC		
Street Address:	444 South Ellis Road		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85286		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4854544	INSYS	
Registration Number:	4041151	INSYS	
Registration Number:	3635985	INSYS THERAPEUTICS, INC.	
Registration Number:	5286618	SYNDROS	
Registration Number:	5417454	SYNDROS CARES	
Serial Number:	88443040	S	
Serial Number:	87082849	SYNCAN	
Serial Number:	87694643	BUVAYA	
Serial Number:	88199112	BENVIA PHARMACEUTICALS, INC.	
Serial Number:	88226363	BENVIA SCIENCES, INC.	
Serial Number:	88199126	ALESIA PHARMACEUTICALS, INC.	
Serial Number:	87694799	NUBUDEL	
CORRESPONDENCE DATA			
Fax Number:	2125750671		
<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>			
TRADEMARK			

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Phone: 2127909200
Email: trademark@cll.com
Correspondent Name: Dorothy R. Whitney
Address Line 1: Cowan, Liebowitz & Latman, P.C.
Address Line 2: 114 West 47th Street
Address Line 4: NEW YORK, NEW YORK 10036

NAME OF SUBMITTER: Dorothy R. Whitney

SIGNATURE: /Dorothy R. Whitney/

DATE SIGNED: 11/14/2019

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of October 31, 2019 ("Effective Date"), is entered into by and among Insys Therapeutics, Inc., a corporation organized and existing under the Laws of Delaware ("Parent"), Insys Development Company, Inc., a corporation organized and existing under the Laws of Delaware, and IC Operations, LLC, a Delaware limited liability company (each an "Assignor" and together, the "Assignors"), and Fresh Cut Development, LLC, a Delaware limited liability company ("Assignee"). Assignors and Assignee are individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to the terms, definitions, and obligations of a certain Asset Purchase Agreement, incorporated by reference herein, dated as of August 6, 2019, by and between Parent and Chilion Group Holdings US, Inc., a Delaware corporation ("Buyer") (as amended, supplemented and/or modified from time to time, the "Purchase Agreement"), Parent agreed to sell, and to cause its Affiliates (including the other Assignors) to sell, to Buyer, and Buyer agreed to purchase from Assignors, all of Assignors' 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, Assignors hereby desire to deliver, sell and transfer to Assignee their entire worldwide right, title and interest in, to and under the Marks set forth on Exhibit A hereto (the "Assigned Marks");

WHEREAS, Buyer has requested that Assignee, a wholly-owned subsidiary of Buyer, receive the Assigned Marks as Buyer's designee; and

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

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. Assignors hereby irrevocably convey, assign and transfer to Assignee their entire worldwide right, title and interest in, to and under the Assigned Marks, free and clear of all liens, claims, encumbrances, or other interests, 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 for 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 Assignors if the Purchase Agreement and this Assignment had not been made, as the assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, accountings, 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, and the right to sue, counterclaim, and recover for past, present and future infringements, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.

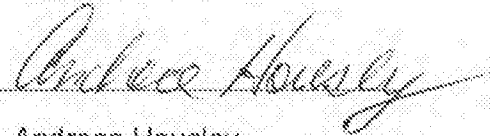
3. This Assignment is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and permitted assigns. It is understood that any finding of invalidity or unenforceability of one assignment as effected hereby shall not affect the assignment of 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 of America 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, Assignors 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. Assignors hereby authorize and request 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 and agreed 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 Therapeutics, Inc.

By: 

Name: Andrece Housley
Title: Chief Financial Officer

As Assignor

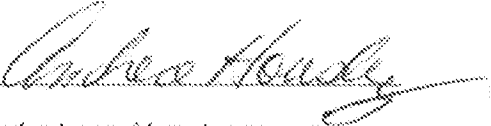
Insys Development Company, Inc.

By: 

Name: Andrece Housley
Title: Chief Financial Officer

As Assignor

IC Operations, LLC

By: 

Name: Andrece Housley
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

As Assignee

Fresh Cut Development, LLC

By: 

Name: Paul Inzeroni

Title: CEO

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A
ASSIGNED MARKS

Trademarks

Trademark	Application Filing Date	Application Number	Registration Number	Registration Date	Owner of Record	Goods and Services
INSYS	3/13/2015	86563467	4854544	11/17/2015	INSYS DEVELOPMENT COMPANY, INC.	Full line of pharmaceutical products for the treatment of patients associated with the patient's treatment for cancer or aids
Insys	2/22/2011	85248485	4041151	10/18/2011	INSYS DEVELOPMENT COMPANY, INC.	Pharmaceutical and therapeutic drug development services; Pharmaceutical and therapeutic drug research and development.
insys THERAPEUTICS, INC.	8/16/2007	77257468	3635985	6/9/2009	INSYS DEVELOPMENT COMPANY, INC.	Pharmaceutical and therapeutic drug development services; Pharmaceutical and therapeutic drug research and development.
SYNDROS®	8/7/2014	86360560	5286618	9/12/2017	INSYS DEVELOPMENT COMPANY, INC.	Pharmaceutical preparation for the treatment of anorexia associated with weight loss in patients with acquired immunodeficiency syndrome, and nausea and vomiting associated with cancer chemotherapy.
SYNDROS	2/3/2015	013706049	EU IPO Reg. No. 013706049	6/30/2015	INSYS THERAPEUTICS, INC.	
SYNDROS	2/5/2015	21348-2015	Switzerland Reg. No. 675443	7/9/2015	INSYS THERAPEUTICS, INC.	
SYNDROS CARES®	8/8/2017	87559892	5417454	3/6/2018	INSYS DEVELOPMENT COMPANY, INC.	Charitable services, namely, patient assistance program to provide drugs free of charge to low-income patients without prescription drug coverage.
	5/23/2019	88443040			INSYS DEVELOPMENT COMPANY, INC.	Providing an internet website portal featuring information on pharmaceutical products.

Trademark	Application Filing Date	Application Number	Registration Number	Registration Date	Owner of Record	Goods and Services
SYNCAN SM	6/24/2016	87082849			INSYS DEVELOPMENT COMPANY, INC.	Pharmaceutical preparation for the treatment of epilepsy. Prader-Willi syndrome, obesity, graft versus host disease, gelastic seizures/hypothalamic hamartoma, neonatal seizures, movement disorder, including dystonia, central pain syndromes, phantom limb pain, multiple sclerosis, traumatic brain injury, radiation therapy, acute and chronic graft versus host disease, T-cell autoimmune disorders, colitis, Dravet Syndrome, Lennox Gastaat Syndrome, myoclonic seizures, juvenile myoclonic epilepsy, refractory epilepsy, schizophrenia, juvenile spasms, West syndrome, infantile spasms, refractory infantile spasms, tubular sclerosis complex, brain tumors, neuropathic pain, cannabis use disorder, post-traumatic stress disorder, anxiety, early psychosis, Alzheimer's Disease, autism, acne, Parkinson's disease, social anxiety disorder, depression, chemotherapy-induced peripheral neuropathy (CIPN), Rett syndrome, and withdrawal from opioids, cocaine, heroin, amphetamines, and nicotine.
BUVAYA SM	11/22/2017	87694643			INSYS DEVELOPMENT COMPANY, INC.	Pharmaceutical preparation for the treatment of pain.

Trademark	Application Filing Date	Application Number	Registration Number	Registration Date	Owner of Record	Goods and Services
NOVAGEN TM	2/16/2018	88086601			INSYS DEVELOPMENT COMPANY, INC.	Pharmaceutical and drug preparations for use in treatment of opiate, opioid or narcotic overdose.
BENVIA Pharmaceuticals, Inc. TM	11/19/2018	88199112			IC OPERATIONS, LLC	Pharmaceutical and therapeutic drug development services; Pharmaceutical and therapeutic drug research and development.
BENVIA SCIENCES, INC. TM	12/12/2018	88226363			IC OPERATIONS, LLC	Pharmaceutical and therapeutic drug development services; Pharmaceutical and therapeutic drug research and development.
ALESIA PHARMACEUTICALS, Inc. TM	11/19/2018	88199126			IC OPERATIONS, LLC	Pharmaceutical and therapeutic drug development services; Pharmaceutical and therapeutic drug research and development.
NUBUDEL TM	11/23/2017	87694799			INSYS DEVELOPMENT COMPANY, INC.	Pharmaceutical preparation for the treatment of pain.