

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552738

<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>
Zyla Life Sciences		11/11/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Genus Lifesciences Inc.		
<b>Street Address:</b>	514 North 12th Street		
<b>City:</b>	Allentown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18102		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4721033	TIVORBEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	617-261-3115		
<b>Email:</b>	botrademarks@klgates.com		
<b>Correspondent Name:</b>	David J. Byer		
<b>Address Line 1:</b>	One Lincoln Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>NAME OF SUBMITTER:</b>	David J. Byer		
<b>SIGNATURE:</b>	/David J. Byer/		
<b>DATE SIGNED:</b>	12/10/2019		
<b>Total Attachments: 8</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), is made and entered into as of November 12, 2019, by and between Zyla Life Sciences, a Delaware corporation and Zyla Life Sciences US Inc. (together, the "Assignor"), and Genus Lifesciences Inc., a Pennsylvania corporation (the "Assignee").

## RECITALS

WHEREAS, Zyla Life Sciences and the Assignee have entered into that certain Asset Purchase Agreement, dated as of November 12, 2019 (the "Asset Purchase Agreement"), pursuant to which Zyla Life Sciences has agreed to sell, convey, transfer, assign and deliver to the Assignee, and the Assignee has agreed to purchase from the Assignor, the Transferred Assets, including, without limitation, the TIVORBEX Trademarks (as defined on Schedule A), in each case, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, in accordance with and subject to the terms of the Asset Purchase Agreement, the parties wish to execute this Assignment for the purpose of assigning, transferring and conveying the TIVORBEX Trademarks to the Assignee; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the parties hereto agree as follows:

1. Assignment of TIVORBEX Trademarks. The Assignor hereby assigns and transfers to the Assignee all of its rights, title and interest in and to the TIVORBEX Trademarks, and Assignee hereby accepts from Assignor, all of Assignor's rights, title, and interest in and to the TIVORBEX Trademarks, including the goodwill of the business symbolized by such TIVORBEX Trademarks in the United States or any other applicable country. This assignment includes the right to sue and recover damages for past and future infringements of the Assignor's rights in the TIVORBEX Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other applicable country for cancellation or opposition or other proceeding in connection with said TIVORBEX Trademarks. The right, title and interest is to be held and enjoyed by the Assignee and the Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by the Assignor had this assignment not been made.

2. Recording of Assignment and Further Assurances. The Assignor hereby authorizes the relevant authority at the United States Patent and Trademark Office and at corresponding agencies in relevant jurisdictions to record a confirmatory assignment of this Assignment. In jurisdictions where a confirmatory assignment is unacceptable this Assignment may be recorded. As may be reasonably requested by the Assignee, the Assignor shall execute, or shall use reasonable efforts to have executed by the owner of record, any and all registrations, applications, assignments, declarations, affidavits, powers of attorney, and any other papers in connection therewith reasonably necessary to perfect such right, benefit, title, and interest in the Assignee.

3. Cooperation. The Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as the Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record and perfect the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, execution of papers, and other assistance all to the extent reasonably necessary or desirable for perfecting all right, title and interest herein conveyed, provided, however, that the expense incurred by the Assignor in providing such cooperation shall be paid for by the Assignee.

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

5. No Third Party Beneficiaries. This Assignment is not intended to, nor shall it, create any rights in or confer any benefits upon any person other than the parties to this Assignment.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which, including those received via facsimile transmission or email, shall be deemed an original, and all of which shall constitute one and the same agreement.

7. Modification and Waiver. None of the provisions in this Assignment may be waived, changed or altered except in a writing signed by all of the parties hereto.

8. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the United States of America and the laws of the State of Delaware without regard to the conflicts of law principles of such state.

10. Waiver of Jury Trial. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS ASSIGNMENT (EACH PARTY HERETO HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO, INCIDENTAL TO OR ARISING IN ANY WAY FROM THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ZYLA LIFE SCIENCES

By: 

Name: MARK STROBECK


Title: COO

COUNTY OF Chester )  
STATE OF Pennsylvania ) SS.

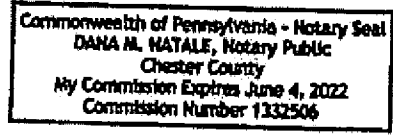
On this 11<sup>th</sup> day of November, in the year 2019, before me, Dana Natale, Notary Public, personally appeared Mark Strobeck, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE   
(NOTARY PUBLIC)

(SEAL)




[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ZYLA LIFE SCIENCES US INC.

By:   
Name: MARK STROBECK  
Title: COO

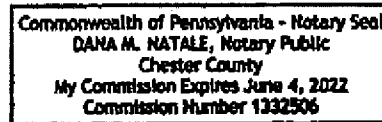
COUNTY OF Chester )  
STATE OF Pennsylvania ) SS.

On this 11<sup>th</sup> day of November, in the year 2019, before me, Dana Natale, Notary Public, personally appeared Mark Strobeck, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE  (SEAL)  
(NOTARY PUBLIC)



[Signature Page to Trademark Assignment]



SCHEDULE A

TIVORBEX TRADEMARKS

FR REF	MARK	COUNTRY	FILING DATE	APPL NO	REG DATE	REGNO	STATUS	ALL GOODS SERVICES	OWNER



PAGES REDACTED

FR.REF	MARK	COUNTRY	FILING DATE	APPL NO	REGDATE	REGNO	STATUS	ALL GOODS SERVICES	OWNER
48015-0004001	TIVORBEX	UNITED STATES	10/10/2013	86/088,781	04/14/2015	4,721,033	REGISTERED	05 - PHARMACEUTI CAL PREPARATIONS FOR THE TREATMENT OF PAIN AND PAIN ASSOCIATED WITH INFLAMMATIO N	OWNER: ZYLA LIFE SCIENCES US INC. OWNER OF RECORD: ZYLA LIFE SCIENCES CORPORATION

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