

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Assertio Therapeutics, Inc.		01/10/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golf Acquiror LLC		
Street Address:	44 Whippany Road		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88511419	GRALISE	
Serial Number:	86875330	GRALISE	
Registration Number:	5312458	GRALISE	
Registration Number:	4132334	GRALISE	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	06332-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	01/15/2020		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of January 10, 2020 (the “**Effective Date**”), is made by and between Golf Acquiror LLC a Delaware limited liability company (“**Purchaser**”) and Assertio Therapeutics, Inc., a Delaware corporation (“**Seller**”). Each of Purchaser and Seller are sometimes individually referred to herein as a “**Party**” and are sometimes collectively referred to herein as the “**Parties**”. Capitalized terms not otherwise defined in the text of this Trademark Assignment shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller, Purchaser and, solely for the limited purposes therein, Guarantor, have entered into an Asset Purchase Agreement, dated as of December 11, 2019 (the “**Asset Purchase Agreement**”);

WHEREAS, Seller is the owner of all right, title, and interest in and to the applicable trademarks listed in Annex 1 (the “**Transferred Trademark Rights**”), including, but not limited to, the right to recover damages for past, present or future infringement of the Transferred Trademark Rights;

WHEREAS, pursuant to the Asset Purchase Agreement, the Parties have agreed, that Purchaser will acquire all right, title and interest in and to the Transferred Trademark Rights from Seller; and

WHEREAS, it is a condition precedent to the Closing that Seller and Purchaser execute and deliver this Trademark Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby agree as follows:

1. Subject to the terms of the Asset Purchase Agreement, effective as of the Closing, Seller does hereby irrevocably sell, convey, assign and transfer unto Purchaser, Seller’s entire rights, titles and interests in, to and under the Transferred Trademark Rights, including without limitation the goodwill associated with the Transferred Trademark Rights, all applications and registrations thereof, all common law and statutory rights therein, the right and standing to sue for and recover damages for any past, present or future infringement of the Transferred Trademark Rights, to have and to hold the same, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Seller had this Trademark Assignment and transfer not been made.

2. Seller hereby appoints Purchaser as Seller's true and lawful attorney in fact for the sole purpose of this Trademark Assignment, with full power of substitution in Seller's name and stead, to take any and all reasonable steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Purchaser or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Transferred Trademark Rights that may have accrued in Seller's favor from the respective date of first creation of any of the Transferred Trademark Rights to the date of this Trademark Assignment. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

3. This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

4. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law, principles or rules of such state, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

5. Any provision of this Trademark Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed (a) in the case of an amendment, by Purchaser and Seller and (b) in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and do not exclude any other right or remedy provided by applicable Law or otherwise available except as expressly set forth herein.

6. The provisions of this Trademark Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Trademark Assignment, or the application thereof to any Person or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Trademark Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

7. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Trademark Assignment, following its execution, may be delivered via telecopier machine or other form of

electronic delivery, which shall constitute delivery of an execution original for all purposes.

8. Nothing in this Trademark Assignment shall be construed to be a modification of, or limitation on, any provision of the Asset Purchase Agreement, including the representations, warranties and agreements set forth therein. If any conflict exists between the terms of this Trademark Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Trademark Assignment Agreement to be duly executed as of the date first written above.

ASSERTIO THERAPEUTICS, INC.

By: 

Name: Adam M. Hersh

Title: PLKX RCWT #LED

Address:

Assertio Therapeutics, Inc.
100 South Saunders Road, Suite 300
Lake Forest, Illinois 60043
Attention: General Counsel

{Signature Page to Trademark Assignment Agreement}

GOLF ACQUIROR LLC

By: _____

Name: Doug Saltel

Title: President and Secretary

Address:

Golf Acquiror LLC

44 Whippany Road

Morristown, New Jersey 07960

Attention: Douglas Saltel, Andrew David
and Legal Department

[Signature Page to Trademark Assignment Agreement]

**ANNEX 1
TO TRADEMARK ASSIGNMENT**

Transferred Trademark Rights

U.S. Federal Trademarks

Mark	Serial Number	Registration Number	Registration Date
GRALISE	88511419	Pending	Pending
GRALISE	86875330	Dead	Dead
GRALISE	86982952	5312458	October 17, 2017
GRALISE	77934261	4132334	April 24, 2012

Canadian Trademark

Mark	Application Number	Registration Number	Registration Date
GRALISE	1794302	TMA1,001,371	July 24, 2018
GRALISE	1469350	Abandoned	Abandoned