

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Purchase and Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodward Pharma Services LLC		01/03/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Perrigo Company of Tennessee		
Street Address:	515 Eastern Avenue		
City:	Allegan		
State/Country:	MICHIGAN		
Postal Code:	49010		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88356521	BACIGUENT	
CORRESPONDENCE DATA			
Fax Number:	8167531536		
<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:	816-753-1000		
Email:	uspt@polsinelli.com		
Correspondent Name:	Andrea M. Porterfield		
Address Line 1:	900 W. 48th Place, Suite 900		
Address Line 4:	Kansas City, MISSOURI 64112		
NAME OF SUBMITTER:	Andrea M. Porterfield		
SIGNATURE:	/Andrea M. Porterfield/		
DATE SIGNED:	03/11/2020		
Total Attachments: 6			
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TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT

THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of this 3rd day of January, 2020 (the "Effective Date") by and between **Perrigo Company of Tennessee**, a Tennessee corporation whose principal place of business is 515 Eastern Avenue, Allegan, Michigan 49010 ("Perrigo") and **Woodward Pharma Services LLC**, a Michigan limited liability company with a principal place of business located at 770 S. Adams Road, Suite 101, Birmingham, MI 48009 ("Woodward").

Recitals

Whereas, Woodward is the owner of the trademark application listed on Exhibit A (the "Trademark"); and

Whereas, Perrigo wishes to acquire Woodward's rights in the Trademark in the United States (the "Territory"); and

Whereas, Woodward wishes to sell such rights to Perrigo on the terms and conditions set forth in this Agreement.

THEREFORE, for the consideration set forth herein and the promises and agreements herein contained, the sufficiency of which consideration is hereby acknowledged, Perrigo and Woodward hereby agree as follows:

Agreement

1. **Trademark Assignment.** Woodward irrevocably assigns, grants and transfers to Perrigo, all of Woodward's worldwide right, title, and interest in and to the Trademark, including any common law rights that may exist in the Trademark, and any trademark registrations and applications that may exist covering the Trademark, along with the goodwill of the business symbolized by use of the Trademark, and the right to sue third parties for and recover and retain all damages and other remedies for past, present, and future infringement and all other violations in law or equity concerning the Trademark, the same to be held and enjoyed by Perrigo for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Woodward if this assignment had not been made (the "Assignment").
2. **Perfection of Ownership.** To the extent that Woodward is seeking to perfect the ownership of the Trademark and Woodward's ownership of the Trademarks has not been perfected by the Effective Date, Woodward agrees to promptly assign ownership of the Trademark to Perrigo, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Woodward further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Trademarks. Woodward hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to Perrigo as owner of all right, title and interest therein, or otherwise as Perrigo may direct, in accordance with the terms of the Assignment.
3. **Consideration.** In consideration for the Trademark assignment, the parties agree to the following consideration:
 - A. Perrigo shall pay Woodward [REDACTED] (the "Purchase Price") within forty-five (45) days of the Effective Date; and

- B. On the Effective Date, Perrigo and Woodward shall enter into a Supply and Distribution Agreement for a pharmaceutical product to be marketed and sold by Woodward under the Trademark (the “SDA”) and the defined terms in the SDA shall have the same meaning in this Agreement unless otherwise indicated in this Agreement.
4. **Execution and Delivery.** After payment of the Purchase Price and upon the request of Perrigo, Woodward agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto Perrigo the full right, title and interest in and to the Trademark (including any common law rights and goodwill that may exist in the Trademark) and to protect and enforce the Trademark. Each party shall execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement. Woodward's duty of cooperation under this Section 4 includes cooperating, as is reasonably necessary, to obtain the release of any lien which may be filed in the trademark registries with respect to the Trademark securing indebtedness incurred by Woodward.
5. **Woodward's Representations and Warranties.** Woodward represents and warrants that as of the Effective Date:
- A. it has full right and authority to enter into this Agreement has the full right to convey the entire right, title and interest herein assigned (including any common law rights and goodwill that may exist in the Trademarks);
 - B. it has taken all requisite corporate action in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby;
 - C. all documents required hereby to be executed by Woodward are and shall be valid, legally binding obligations of and enforceable against Woodward, its successors and assigns in accordance with their terms;
 - D. neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Woodward is subject or by which Woodward is bound, or constitute a breach or default under any agreement or other obligation to which Woodward is a party or otherwise bound;
 - E. it is the owner of all right, title and interest in the Trademark application and the Trademark application is valid and in good standing;
 - F. there is no outstanding indebtedness incurred by Woodward for which a valid lien or other security interest could be filed against the Trademark in its respective trademark registries;
 - G. there is no past due fee or payment owing in the respective trademark registries relating to the Trademark;
 - H. there are no pending infringement actions against the Trademark in the Territory. For the purposes hereof, "pending" shall mean that such proceeding has been commenced with the appropriate governmental body, all applicable parties to such proceeding have been properly served, and such proceeding has not been resolved;

- I. there are no threatened infringement actions against the Trademark in the Territory, and there are not any known facts which would provide the basis for such infringement action;
 - J. it will not take any action, use any trademark, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein;
 - C. it will not contest Perrigo's full and complete ownership of the Trademark in the Territory for any product, including the rights to use, license the use of and/or register the Trademark in the Territory for any product;
 - D. it will not use the Trademark for any product, other than as set forth in the SDA;
 - E. it will not manufacture, advertise, market or sell any products bearing the Trademark in the Territory except as permitted by the SDA.
6. **Perrigo's Representations and Warranties.** Perrigo represents and warrants that as of the Effective Date:
- A. it full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby
 - B. it has taken all requisite corporate action in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby;
 - C. all documents required hereby to be executed by Perrigo are and shall be valid, legally binding obligations of and enforceable against Perrigo, its successors and assigns in accordance with their terms;
 - D. neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Perrigo is subject or by which Perrigo is bound, or constitute a breach or default under any agreement or other obligation to which Perrigo is a party or otherwise bound.
 - E. that to the best of its knowledge, there are no pending infringement actions against the Trademarks in the Territory;
 - F. it will use Commercially Reasonable Efforts to maintain in full force and effect in the Territory the Trademark registration.
7. **Confidentiality.** This Agreement and the transaction set out herein is subject to the confidentiality obligations set forth in the SDA.
8. **Publicity.** If either party wishes to issue an official press release or other formal public announcement to any public or trade media concerning the contents or fact of this Agreement, then such party shall first consult with the other party and both parties shall then cooperate to specify and mutually agree upon the contents, time and place of such press release or public announcement.
9. **Miscellaneous Provisions:**
- A. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other, except that (i) Perrigo may assign its rights hereunder to any of its Affiliates or to an entity which

purchases all or substantially all of Perrigo's stock or assets that relate to this Agreement or acquires control of Perrigo's stock that relates to this Agreement, whether by merger, consolidation or any other means, and (ii) Woodward may assign its rights hereunder to any of its Affiliates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

- B. **Notices.** Any notice required or permitted hereunder shall be in writing and shall be delivered or mailed by courier or United States Postal Service, postage prepaid, registered or certified mail, return receipt requested to the address of the party intended as set forth below, and will be deemed given: when delivered:

To Woodward:

Woodward Pharma Services LLC
770 S. Adams Road, Suite 101
Birmingham, MI 48009
Attn: President

To Perrigo:

Perrigo Company of Tennessee
515 Eastern Avenue
Allegan, MI 49010
Attn: General Counsel

With copy to:

Woodward Pharma Services LLC
770 S. Adams Road, Suite 101
Birmingham, MI 48009
Attn: Controller

With copy to:

Perrigo Company of Tennessee
515 Eastern Avenue
Allegan, MI 49010
Attn: Rx Department

- C. **Remedies:** Waiver by one party of any breach by the other party shall not operate as a waiver of any future breach nor as a continuing waiver.
- D. **Severability/Waiver.** In the event that any of the terms of this Agreement are or become illegal or unenforceable, such terms shall be null and void and shall be deemed deleted from this Agreement, and all the remaining terms of this Agreement shall remain in full force and effect. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.
- E. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan without regard to any conflict of law or choice of law rules or provision. Each party consents and submits to jurisdiction and venue in the United States District Court for the Western District of Michigan and the Circuit Court for Kent County, Michigan regarding all actions or proceedings arising out of or related to this Agreement. Each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of such court and waives any defense of forum non conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.
- F. **Headings.** The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.

- F. **Headings.** The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.
- G. **Entire Agreement:** This Agreement, together with the terms of the SDA, constitutes the entire agreement between the parties and supersedes all prior contracts, agreements and understandings (whether oral or in writing) between the parties. This Agreement may not be amended except in writing signed by authorized representatives of the parties hereto.
- H. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective representatives as of the Effective Date.

REVIEWED
By Analyst/Consultant at 12:02 pm, Dec 26, 2013

Perrigo Company of Tennessee

By: William J. DeGood
Name: William J. DeGood

Woodward Pharma Services LLC

By: David Risk
Name: DAVID RISK
Title: PRESIDENT & CEO

Exhibit A
Trademark Application

United States Serial Number 88356521	Baciguent