

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valeritas, Inc.		04/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Zealand Pharma US, Inc.		
Street Address:	434 W 33rd Street, PH Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4125819	V-GO	
Registration Number:	4105936	V-GO DISPOSABLE INSULIN DELIVERY	
Registration Number:	4491871	V-GO LIFE	
Serial Number:	87786897	V-GO SIM	
Serial Number:	87786900	SIM	
Serial Number:	88391482	V-GO CARES	
Serial Number:	88391483	VGO CARES	
CORRESPONDENCE DATA			
Fax Number:	7816225933		
<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:	7816225930		
Email:	trademark@morse.law		
Correspondent Name:	Sean D. Detweiler		
Address Line 1:	480 Totten Pond Road, 4th Floor		
Address Line 2:	Morse, Barnes-Brown & Pendleton, P.C.		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	VALT-TM		
NAME OF SUBMITTER:	Sean D. Detweiler		
SIGNATURE:	/Sean D. Detweiler/		

OP \$190.00 4125819

DATE SIGNED:	04/02/2020
---------------------	------------

Total Attachments: 4

source=M1491944#page1.tif

source=M1491944#page2.tif

source=M1491944#page3.tif

source=M1491944#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is effective as of this 2nd day of April, 2020 by and between Valeritas, Inc., a corporation organized and existing under the laws of Delaware, having a place of business at 750 Route 202 South, Suite 600, Bridgewater, New Jersey, 08807 (hereinafter "Assignor"), and Zealand Pharma U.S., Inc., a corporation organized and existing under the laws of Delaware, having a place of business at 434 W 33rd Street, PH Floor, New York, New York 10001 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the trademarks identified in Exhibit A, including all registered rights and all common law rights associated with the marks (the "Trademarks");

WHEREAS, Assignee is the successor to the ongoing and existing business of the Assignor to which the marks pertain and desires to acquire Assignor's entire interest in the Trademarks; and

WHEREAS, Assignee desires to acquire Assignor's entire interest in the Trademarks including any and all rights that Assignor may have in and to the said Trademarks and the registration therefor, together with the goodwill of the business uses in connection with the Trademarks and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee, for themselves, their successors, assigns and legal representatives, have and hereby do covenant, bargain and agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, its entire right, title and interest it may now have, may ever have had or may ever have, in and to the Trademarks, including intent-to-use applications for use with assets assigned hereby of the business, or portion thereof, of the applicant to which the marks pertain and the portion of the business of the Assignor to which the marks pertain, together with the goodwill of the business uses in connection with the Trademarks, and the rights and privileges relating to all choses in action pertaining to such Trademarks, including the right to sue for and collect damages and other recoveries, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the exploitation or defense of rights and registrations pertaining to such Trademarks.

2. Further Assurances. Assignor shall assist and cooperate with Assignee in every proper and lawful way to evidence, record and perfect the Assignment set forth herein, and to perfect, obtain, maintain, enforce, and defend any rights assigned hereunder, including, but not limited to, the execution and delivery of all lawfully requested papers required to evidence, record, perfect, obtain, maintain, enforce or defend the Assignment set forth herein.

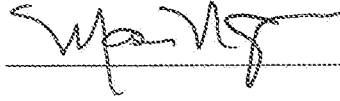
3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks.

4. Miscellaneous. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as a sealed instrument by its duly authorized representative, effective as of the date first written above.

Assignor:

Valeritas, Inc.

Signature:  _____

Name: Matthew Nguyen

Title: Chief Commercial Officer

Date: April 2, 2020 12:00AM EST

Schedule A

Trademark	Serial No.	Filing Date	Country	Status	Reg. No.	Reg. Date	Class
V-GO	77/752,694	04-Jun-2009	United States of America	Registered	4,125,819	10-Apr-2012	10 Int.
V-GO DISPOSABLE INSULIN DELIVERY (Stylized and/or design)	77/752,697	04-Jun-2009	United States of America	Registered	4,105,936	28-Feb-2012	10 Int.
V-GO LIFE	85/666,487	02-Jul-2012	United States of America	Registered	4,491,871	04-Mar-2014	44 Int.
V-GO	1130842	20-Jul-2012	Australia	Registered	1130842	20-Jul-2012	10 Int.
V-GO	1130842	20-Jul-2012	China (People's Republic)	Registered	1130842	20-Jul-2012	10 Int.
V-GO	1130842	20-Jul-2012	European Community	Registered	1130842	20-Jul-2012	10 Int.
V-GO	1130842	20-Jul-2012	Israel	Registered	1130842	20-Jul-2012	10 Int.
V-GO	1130842	20-Jul-2012	Korea, Republic of	Registered	1130842	20-Jul-2012	10 Int.
V-GO	1130842	20-Jul-2012	Russian Federation	Registered	1130842	20-Jul-2012	10 Int.
V-GO	1130842	20-Jul-2012	Singapore	Registered	1130842	20-Jul-2012	10 Int.
V-GO	1130842	20-Jul-2012	Switzerland	Registered	1130842	20-Jul-2012	10 Int.
V-GO	1130842	20-Jul-2012	Turkey	Registered	1130842	20-Jul-2012	10 Int.
V-GO	840260458	11-Sep-2012	Brazil	Registered	840260458	08-Apr-2015	10 Int.
V-GO	1,587,483	25-Jul-2012	Canada	Registered	TMA897,669	02-Mar-2015	10 Int.
V-GO	302324475	24-Jul-2012	Hong Kong	Registered	302324475	24-Jul-2012	10 Int.
V-GO	2370294	26-Jul-2012	India	Published			10 Int.
V-GO	2012/21399	08-Aug-2012	South Africa	Registered	2012/21399	28-Nov-2014	10 Int.
V-GO	101041558	24-Jul-2012	Taiwan	Registered	01570123	16-Mar-2013	10 Int.
V-GO (Stylized and/or design)	53700/2013	10-Jul-2013	Japan	Registered	5654250	07-Mar-2014	10 Int.
V-GO	1,547,240	10-Nov-2014	Mexico	Registered	1,604,677	19-Jan-2016	10 Int.
V-GO SIM	87/786,897	06-Feb-2018	United States of America	Allowed			09 Int., 10 Int.
SIM	87/786,900	06-Feb-2018	United States of America	Allowed			09 Int., 10 Int.
V-GO SIM	1405031	25-Feb-2018	European Community	Registered	1405031	25-Feb-2018	09 Int., 10 Int.
V-GO SIM	1405031	25-Feb-2018	United Kingdom	Registered	1405031	25-Feb-2018	09 Int., 10 Int.
SIM	1406510	25-Feb-2018	European Community	Registered	1406510	25-Feb-2018	09 Int., 10 Int.
SIM	1406510	25-Feb-2018	United Kingdom	Registered	1406510	25-Feb-2018	09 Int., 10 Int.

V-GO	1130842	06-Mar-2018	Bahrain	Pending			10 Int.
V-GO	1130842	06-Mar-2018	Norway	Registered	1130842	06-Mar-2018	10 Int.
V-GO	1130842	06-Mar-2018	Oman	Pending			10 Int.
V-GO	1130842	06-Mar-2018	United Kingdom	Registered	1130842	06-Mar-2018	10 Int.
V-GO SIM	1405031	07-Jun-2018	Bahrain	Pending			09 Int., 10 Int.
V-GO SIM	1405031	07-Jun-2018	Norway	Registered	1405031	07-Jun-2018	09 Int., 10 Int.
V-GO SIM	1405031	07-Jun-2018	Oman	Pending			09 Int., 10 Int.
SIM	1406510	18-Jun-2018	Bahrain	Pending			09 Int., 10 Int.
SIM	1406510	18-Jun-2018	Oman	Pending			09 Int., 10 Int.
V-GO CARES	88/391,482	18-Apr-2019	United States of America	Allowed			35 Int., 44 Int.
V-GO CARES (Stylized and/or design)	88/391,483	18-Apr-2019	United States of America	Allowed			35 Int., 44 Int.