

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMAG Pharmaceuticals, Inc.		07/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Palatin Technologies, Inc.		
Street Address:	4-B Cedar Brook Drive		
Internal Address:	Cedar Brook Corporate Center		
City:	Cranbury		
State/Country:	NEW JERSEY		
Postal Code:	08512		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6011750	UNBLUSH	
Registration Number:	5897765	VYLEESI	
Serial Number:	88698382	GHOSTED	
Serial Number:	88698376	GHOSTED BY DESIRE	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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:	937-443-6600		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Roger H. Bora		
Address Line 1:	10050 Innovation Drive, Suite 400		
Address Line 2:	c/o Thompson Hine LLP		
Address Line 4:	Miamisburg, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	077968-001US/akc		
NAME OF SUBMITTER:	Roger H. Bora		
SIGNATURE:	/Roger H. Bora/		
DATE SIGNED:	08/20/2020		

OP \$115.00 6011750

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made effective this 24th day of July, 2020, by and between AMAG Pharmaceuticals, Inc., a corporation organized and existing under the laws of Delaware ("Assignor"), and Palatin Technologies, Inc., a corporation organized and existing under the laws of Delaware ("Assignee").

Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Termination Agreement (as defined below).

WHEREAS, Assignor possesses certain rights in and to the trademarks set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee have entered into that certain Termination Agreement, dated July 24, 2020 (the "Termination Agreement"), pursuant to which Assignor expects to transfer, assign, convey and deliver the Transferred Assets, including the Marks, to Assignee upon the terms and subject to the condition set forth in the Termination Agreement;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, in connection with the execution and delivery of the Termination Agreement, the Assignor and the Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the premises set forth above and in the Termination Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby irrevocably transfer, assign, convey and deliver unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and to the Marks, whether statutory or at common law, and all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages, penalties, profits or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue and recover for past, present and future infringements, or dilution of or damage or injury to the Marks and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize each intellectual property office, with respect to any trademarks or service marks or applications or registrations, in the foreign and applicable jurisdiction, to record and register the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. Assignor further agrees that, upon request by Assignee, Assignor shall execute and deliver such paper, documents and instruments and perform such other acts as may be reasonably required in order to vest all of Assignor's right, title and interest in and to the Marks in Assignee, including the delivery to Assignee of any relevant evidence in Assignor's possession or control that may be reasonably required to support the foregoing.

Each of the parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the parties under the Termination Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment, and, to the extent there shall arise a conflict between any term or condition of this Assignment and any term or condition of the Termination Agreement, the applicable term or condition of the Termination Agreement shall control.


This Assignment shall be treated as an Ancillary Agreement (as defined under the Termination Agreement) and shall be subject to all applicable provisions of Section 9 (Confidentiality) and Section 10 (Miscellaneous) of the Termination Agreement, and such provisions are incorporated herein and shall apply to this Assignment *mutatis mutandis* as if set forth herein.

Notwithstanding anything to the contrary herein, following the Termination Agreement Date, Assignor and Assignee may assign or transfer this Assignment, or any of its rights or obligations hereunder, to its respective Affiliate without the consent of, notice to, or any other action by or on behalf of, any person.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: AMAG PHARMACEUTICALS, INC.

By: 
Name: Scott Myers
Title: President and Chief Executive Officer

ASSIGNEE: PALATIN TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

{Signature Page to Trademark Assignment Agreement}

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: AMAG PHARMACEUTICALS, INC.

By: _____
Name: Scott Myers
Title: President and Chief Executive Officer

ASSIGNEE: PALATIN TECHNOLOGIES, INC.

By: _____
Name: *Stephen T. Wills*
Title: STEPHEN T. WILLS
CFO, COO & EVP

Exhibit A
Marks

Mark	Country	Serial No.	Registration No.
VYLEESI	US	87665906	5897765
VYLEESI	CA	1892618	1070612
VYLEESI	MX	2033081	1914858
UNBLUSH	US	88425321	6011750
GHOSTED	US	88698382	
GHOSTED BY DESIRE	US	88698376	