

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598920

<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>
ALLERGAN SALES, LLC		05/19/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Debiopharm Research & Manufacturing SA		
<b>Street Address:</b>	Rue du Levant 146		
<b>City:</b>	Martigny		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	1920		
<b>Entity Type:</b>	Société Anonyme (Sa): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2887476	TRELSTAR	
<b>Registration Number:</b>	3099457	TRELSTAR	
<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>	7037867421		
<b>Email:</b>	nixonptomail@nixonvan.com		
<b>Correspondent Name:</b>	Duane M. Byers		
<b>Address Line 1:</b>	901 N. Glebe Road, 11th Floor		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22203		
<b>NAME OF SUBMITTER:</b>	Duane M. Byers		
<b>SIGNATURE:</b>	/dmb/		
<b>DATE SIGNED:</b>	09/22/2020		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of May 19, 2020 (such date, the “Effective Date”), is made by and between Allergan Sales, LLC, a Delaware limited liability company having a place of business at 5 Giralda Farms, Madison, NJ 07940, USA (hereinafter “Allergan Sales”) and Debiopharm Research & Manufacturing SA, a Swiss company having a place of business at Rue du Levant 146, 1920 Martigny, Switzerland (hereinafter, “Debiopharm”);

WHEREAS, Debiopharm and Actavis Pharma, Inc. (“Actavis”), a Delaware corporation and former corporate affiliate of Allergan Sales, entered into a License and Supply Agreement, dated as of September 23, 2004 (as amended, the “LSA”);

WHEREAS, Allergan Pharmaceuticals International, Limited, an Irish limited company and a corporate affiliate of Allergan Sales, succeeded to the rights and obligations of Actavis under the LSA pursuant to that certain Novation Agreement, dated as of August 2, 2016;

WHEREAS, Allergan Sales owns the United States Trademarks for the Product, as defined in the LSA and set forth in Exhibit A (the “Trademarks”);

WHEREAS, a dispute arose between APIL and Debiopharm under the LSA (the “Dispute”);

WHEREAS, Allergan Sales, APIL and Debiopharm are parties to a December 20, 2018 Settlement Agreement (as amended, the “Settlement”) resolving the Dispute, pursuant to which Allergan Sales agreed to, among other things, assign to Debiopharm all of its right, title and interest in and to the Trademarks and all goodwill associated therewith and Debiopharm agreed to assume all liabilities arising out of the ownership of the Trademarks from and after the date hereof.

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Allergan Sales hereby irrevocably assigns, transfers, conveys and delivers to Debiopharm, and Debiopharm hereby accepts from Allergan Sales, all right, title and interest that Allergan Sales has in and to the Trademarks, together with (a) all goodwill of the business associated with or symbolized by the Trademarks, (b) all common law rights in, and all rights derived from, the Trademarks and all registrations that may be granted thereon, and any renewals thereof, (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Trademarks, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor, (d) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Trademarks and the right to receive such income, royalties and payments, (e) the right to prosecute, maintain and defend the Trademarks, (f) the right to claim priority based on the Trademarks and (g) the right to fully and entirely stand in the place of Allergan Sales in all matters related thereto, the same to be held and enjoyed by Debiopharm for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Allergan Sales if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Assumption of Liabilities. Debiopharm hereby assumes, and shall pay and perform when due, all liabilities and obligations to the extent arising from the ownership of the Trademarks from and after the Effective Date.

3. Further Assurances. As may be necessary, Allergan Sales shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement and as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby.

4. Recordation. Debiopharm shall be solely responsible for all actions associated with the perfection of Debiopharm's right, title and interest in and to the Trademarks and recordation and/or registration of this assignment or any other document evidencing the assignment to Debiopharm of the Trademarks. Allergan Sales hereby authorizes the United States Patent and Trademark Office to record Debiopharm as the owner of the Trademarks and to deliver to Debiopharm, and to Debiopharm's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

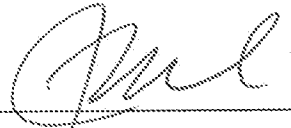
5. Governing Law. This Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New Jersey.

6. General Provisions. This Assignment of Trademarks may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment of Trademarks delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment of Trademarks. Neither this Assignment of Trademarks nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties. This Assignment of Trademarks is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

**[Remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, each of Allergan Sales and Debiopharm has caused this instrument to be executed by a duly authorized representative.

Allergan Sales, LLC

A handwritten signature in black ink, appearing to read 'J. Corbin', is written over a horizontal dotted line.

By: Johanna M. Corbin

Title: Assistant Secretary

Date: June 9, 2020

IN WITNESS WHEREOF, each of Allergan Sales and Debiopharm has caused this instrument to be executed by a duly authorized representative.



Debiopharm Research & Manufacturing SA

A handwritten signature in black ink, written over a solid horizontal line. The signature is cursive and appears to read "Thierry Mauvernay".


By: Thierry Mauvernay

Title: Co-President, Delegate of the Board

Date:



Exhibit A

TRADEMARK	COUNTRY	STATUS	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.
TRELSTAR	US	Registered	8-Apr-02	78120194	21-Sep-04	2887476
	US	Registered	15-Dec-04	78976890	30-May-06	3099457