

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610680

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Meridian Medical Technologies, Inc.		11/20/2020	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	Mylan Specialty L.P.
<b>Street Address:</b>	1000 Mylan Boulevard
<b>City:</b>	Canonsburg
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15317
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	86942451	
Serial Number:	86942496	
Serial Number:	86600699	
Serial Number:	86600717	
Serial Number:	86942249	
Serial Number:	86942289	
Serial Number:	86600778	
Serial Number:	86601676	
Serial Number:	86601696	
Serial Number:	86600929	
Serial Number:	86601652	
Serial Number:	86600686	
Serial Number:	86600674	
Serial Number:	86600690	
Serial Number:	86600830	

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** trademarks@viatris.com  
**Correspondent Name:** Viatris Inc. - Trademarks  
**Address Line 1:** 1000 Mylan Boulevard  
**Address Line 4:** Canonsburg, PENNSYLVANIA 15317

<b>NAME OF SUBMITTER:</b>	Samir Patel
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<b>SIGNATURE:</b>	/SRP/
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<b>DATE SIGNED:</b>	11/24/2020
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**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is made effective as of November 20, 2020 (the "Effective Date") by and between Meridian Medical Technologies, Inc., a Delaware corporation, having its principal place of business at 6350 Stevens Forest Road, Suite 301, Columbia, Maryland 21046 ("Assignor") and Mylan Specialty, L.P. (f/k/a Dey Pharma, L.P.), a Delaware limited partnership, having its principal place of business at 1000 Mylan Boulevard, Canonsburg, Pennsylvania 15317 ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Letter Agreement, dated as of July 14, 2020 (the "Letter Agreement"); and

WHEREAS, in connection with the Letter Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest of Assignor in the trademark applications and registrations set forth on Schedule A, in respect of all goods and services covered by the specifications thereof whether registered or unregistered including trademark get-ups, service marks, trade dress, logos, designs and labels, and other indicia of origin, together with the associated goodwill and all common law and related rights thereto in all jurisdictions of the world where Assignor has rights (the "Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in the Letter Agreement and this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. **Conveyance**. Assignor hereby irrevocably contributes, assigns, transfers, conveys and delivers to Assignee its entire right, title and interest in, to and under the Assigned Marks including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. **Additional Documentation**. Assignor hereby further agrees to execute, or to cause to have executed, any confirmatory assignment of Assigned Marks and any other documents that may be reasonably required in addition to the signing of this Assignment and reasonably requested by the Assignee, Assignee's successors, assigns or other legal representatives, in order to transfer to the Assignee the ownership of the Assigned Marks in individual countries and to effectuate the purposes of this Assignment, including, but not limited to, distributing copies of the completed registrar transfer documents to the Assignee, it being understood that any expense incident to the

execution of such papers shall be borne by the Assignee, its successors and assigns.

3. **Issuance and Recordation.** Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any official of any foreign country whose duty it is to issue trademark registrations as described above, to issue any and all Assigned Marks to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and owner of the Assigned Marks. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Marks, and Assignee shall be responsible for any such recordation and the costs and expenses related thereto.

4. **Disclaimer.** THE ASSIGNMENT IN SECTION 2 IS PROVIDED ON AN AS-IS BASIS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND ASSIGNOR, ON BEHALF OF ITSELF AND ITS AFFILIATES, HEREBY EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY (A) WARRANTY THAT THE ASSIGNED MARKS ARE VALID, SUBSISTING, ENFORCEABLE, OR REGISTERED OR REGISTRABLE, AND (B) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **Trademark License.** Assignee hereby grants Assignor a non-exclusive, fully paid-up, sublicensable, irrevocable, worldwide, royalty-free license to use the Assigned Marks in the Territory for all purposes other than use in connection with the Product (except as set forth in Section 7b(ii) of the Letter Agreement), any Replacement Product or any RP Competitive Product (as such terms are defined in the Letter Agreement).

6. **No Modification.** Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Letter Agreement or any other agreement entered into by the Parties or any of their affiliates.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same assignment 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.

8. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9. **Interpretation.** The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.

10. **Further Assurances.** Assignor and Assignee hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Assignment and carry out the intent and purposes of this Assignment.

11. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflict of law principles that would require the application of the laws of any other jurisdiction.

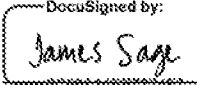
12. **Jurisdiction.** The Parties hereby consent to the exclusive jurisdiction of and venue in any federal or state court of competent jurisdiction located in the State of New York, New York County (Manhattan) for the adjudication of any disputes arising under this Assignment.

*[Signature page follows]*

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of November 20, 2020.

**ASSIGNOR:**

MERIDIAN MEDICAL TECHNOLOGIES, INC.

By:  \_\_\_\_\_  
Name: James T. Sage  
Title: Vice President

**ASSIGNEE:**

MYLAN SPECIALTY L.P.

By: \_\_\_\_\_  
Name:  
Title

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of November 20, 2020.

**ASSIGNOR:**

MERIDIAN MEDICAL TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: James T. Sage  
Title: Vice President

**ASSIGNEE:**

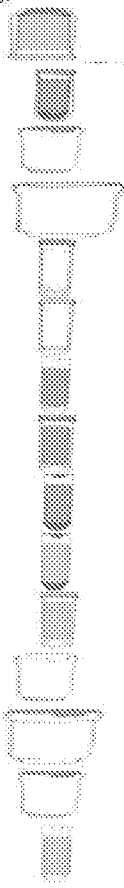
MYLAN SPECIALTY L.P.

By: *Thomas Salus*  
\_\_\_\_\_  
Name: Thomas Salus  
Title: Secretary

**Schedule A**



Image



Country	MarkName	Current Owner	Status	Application Date	Application Number	Registration Date	Registration Number	Renewal Date
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-03-16	89143451	2016-10-04	8054719	2026-10-04
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2016-03-16	89842496	2016-10-04	5984711	2026-10-04
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-04-17	89809896	2017-12-26	8062959	2027-12-26
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2016-04-17	89620717	2017-12-26	5982281	2027-12-26
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-05-18	89842298	2017-04-11	8178269	2027-04-11
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2016-03-16	89642688	2017-04-11	8179581	2027-04-11
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-04-17	89820776	2016-08-29	4988465	2025-08-29
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-04-17	89821479	2016-08-29	4988488	2025-08-29
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-04-17	89809896	2016-08-29	4988467	2025-08-29
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-04-17	89809896	2016-08-29	4988459	2025-08-29
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-04-17	89809896	2016-08-29	4988485	2025-08-29
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-04-17	89809896	2016-04-12	4985228	2025-04-12
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-04-17	89620724	2016-04-12	4985284	2025-04-12
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-04-17	89809896	2016-04-12	4985258	2025-04-12
United States	EPIPEN Device Trade Dress	Meridian Medical Technologies, Inc.	Registered	2015-04-17	89620680	2016-05-28	4985469	2026-05-28