

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eton Pharmaceuticals, Inc.		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Azurity Pharmaceuticals, Inc.		
Street Address:	8 Cabot Road, Suite 2000		
City:	Woburn		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90400789	TOPATEOS	
Serial Number:	90400801	TONULAX	
Serial Number:	90400843	ZONISADE	
Serial Number:	90400854	ZOPRON	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	C1047.20041US00		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		
DATE SIGNED:	01/11/2021		
Total Attachments: 5			

OP \$115.00 90400789

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment Agreement**”), dated December 31, 2020, is made by **Eton Pharmaceuticals, Inc.**, a Delaware corporation (the “**Assignor**”), in favor of **Azurity Pharmaceuticals, Inc.**, a Delaware corporation (the “**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith (as may be amended or restated from time to time, the “**Purchase Agreement**”) by and among the Assignor and the Assignee, the Assignee is purchasing the Purchased Assets of the Assignor; and

WHEREAS, under the terms of the Purchase Agreement, the Assignor has agreed to sell, grant, assign, transfer, convey and deliver to the Assignee, among other assets, the Product Intellectual Property, including but not limited to the registered Product Intellectual Property rights set forth on Schedule A to this IP Assignment Agreement; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably, without reservation, sells, grants, assigns, transfers, conveys and delivers to the Assignee, and the Assignee does hereby purchase and accept, all right, title and interest of the Assignor in and to the Product Intellectual Property, in each case free and clear of any and all Encumbrances, worldwide. This assignment includes all of the common law rights, reputational rights and goodwill associated with the Product Intellectual Property and any and all of the Assignor’s other rights, privileges, and priorities provided under applicable law with respect to the Product Intellectual Property worldwide. This assignment includes the Product Intellectual Property such as patents and patent applications listed on Schedule A attached hereto, any and all inventions described therein, inventor’s certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise, including in and to any application that is based in whole or in part on the Product Intellectual Property such as any of the patents and patent applications listed on Schedule A, including to divisional, continuing, continuation-in-part, substitute, renewal, reissue, reexamination, and any other applications or extension of any kind of any of the foregoing, for example, that claim priority to any such patent applications and patents, and patent applications and patents which have or which may be filed thereon or may be granted therefor, including any and all counterparts worldwide.

2. Recordation and Further Actions. The Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by the Assignee. Following the date hereof, upon the Assignee’s request, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of all right, title and interest of the Assignor in and to the Product Intellectual Property to the Assignee, or any assignee or successor thereto.

3. Relationship with Purchase Agreement. Nothing in this IP Assignment Agreement shall be deemed to supersede, diminish, enlarge, add to or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this IP Assignment Agreement as provided and subject to the limitations set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

4. Binding Agreement; Governing Law, Forum. This IP Assignment Agreement and the provisions herein contained shall be binding upon and inure to the benefit of the Assignor, the Assignee and their respective successors and assigns. The provisions of Section 9.08 (*Governing Law; Jurisdiction*) and Section 9.09 (*Waiver of Jury Trial*) of the Purchase Agreement shall apply to this IP Assignment Agreement.

5. Amendments. This IP Assignment Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors and assigns.

6. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

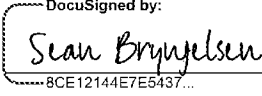
7. Electronic Signatures. A signed copy of this IP Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment Agreement.

[Remainder of this page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed and delivered this IP Assignment Agreement as of the date first above written.

As the Assignor:

ETON PHARMACEUTICALS, INC.

By:  _____
DocuSigned by:
8CE12144E7E5437...

Name: Sean Brynjelsen

Title: CEO

As the Assignee:

AZURITY PHARMACEUTICALS, INC.

By: _____

Name: : _____

Title: _____

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed and delivered this IP Assignment Agreement as of the date first above written.

As the Assignor:

ETON PHARMACEUTICALS, INC.

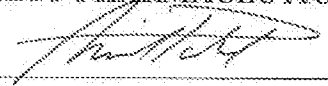
By: _____

Name: _____

Title: _____

As the Assignee:

AZURITY PHARMACEUTICALS, INC.

By:  _____

Name: : AMIT PATEL _____

Title: PRESIDENT _____

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

SCHEDULE A
Registered Product Intellectual Property Rights

PRODUCT DOMAINS

Domain	Record Owner	Expiration Date
Hoduca.net	Eton Pharmaceuticals, Inc.	10/3/2021
Hoduca.org	Eton Pharmaceuticals, Inc.	10/3/2021

PRODUCT PATENTS

Title	Jurisdiction	Status	Application No.	Patent No.	Issue Date
POWDER FOR ORAL SUSPENSION CONTAINING LAMOTRIGINE	USA	Issued	16/171,914	10,653,626	May 19, 2020
ORAL PHARMACEUTICAL COMPOSITION COMPRISING ZONISAMIDE AND PROCESS OF PREPARATION THEREOF	USA	Pending	16/354,764	N/A	N/A
COMPOSITIONS AND METHODS FOR TREATING EPILEPSY, SEIZURES AND OTHER CONDITIONS	USA	Pending	16/999,772	N/A	N/A

PRODUCT TRADEMARKS

Trademark	Jurisdiction	Serial No.	Registration No.	Status
TopateOS	USA	90400789	N/A	Pending
TONULAX	USA	90400801	N/A	Pending
Zonisade	USA	90400843	N/A	Pending
Zopron	USA	90400854	N/A	Pending
HODUCA	USA	88061929	N/A	Pending