

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626284

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900583324		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARALEZ PHARMACEUTICALS TRADING DAC		05/10/2019	Company: IRELAND
RECEIVING PARTY DATA			
Name:	TOPROL ACQUISITION LLC		
Street Address:	c/o Deerfield Management Company, L.P		
Internal Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85307417	ZONTIVITY	
Serial Number:	86247658		
Serial Number:	86247665		
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<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:	813-229-7600		
Email:	tmdocketing@slk-law.com, mrichter@shumaker.com		
Correspondent Name:	Shumaker, Loop & Kendrick, LLP		
Address Line 1:	101 E. Kennedy Blvd.		
Address Line 2:	Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	310049-243638		
NAME OF SUBMITTER:	Mindi M. Richter		
SIGNATURE:	/Mindi M. Richter/		

DATE SIGNED:	02/15/2021
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Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is made as of this 10th day of May, 2019, by and between Aralez Pharmaceuticals Trading DAC, an Irish designated activity company (“**Seller**”), and Toprol Acquisition LLC, a Delaware limited liability company (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is the owner of the trademark registrations and applications in the applicable jurisdictions, in each case, set forth on Schedule A attached hereto and made part hereof (collectively, the “**Purchased Trademarks**”);

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of April 12, 2019 (the “**Asset Purchase Agreement**”); and

WHEREAS, in accordance with the Asset Purchase Agreement, Buyer has agreed to acquire from Seller and Seller has agreed to sell, transfer, convey, assign and deliver to Buyer all of Seller’s rights, title and interest in and to the Purchased Trademarks, together with the goodwill of the business associated with and symbolized by the Purchased Trademarks.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement, this Trademark Assignment and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Defined Terms.** Unless otherwise specifically provided herein, capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
- 2. Conveyance and Acceptance of Purchased Trademarks.** In accordance with the provisions of the Asset Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer (and to Buyer’s successors, legal representatives, and assigns), all of its right, title and interest in and to the Purchased Trademarks in the jurisdiction set forth opposite each such Purchased Trademark on Schedule A, including all goodwill associated therewith, and Buyer hereby purchases and accepts from Seller the Purchased Trademarks.
- 3. Recordation.** Seller hereby authorizes Buyer to record this Trademark Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant Governmental Authorities.
- 4. Asset Purchase Agreement Controls.** Notwithstanding any other provision of this Patent Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants,

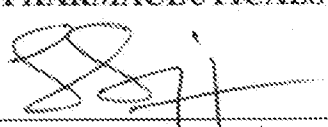
agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Buyer or Seller set forth in the Asset Purchase Agreement. This Trademark Assignment is subject to and governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. Nothing contained herein is intended to modify or supersede any of the provisions of the Asset Purchase Agreement.

5. **Further Assurances.** Seller agrees, at Buyer's expense, to take such further action and to execute and deliver such additional instruments and documents as Buyer may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment including signing all papers and documents, taking all lawful oaths and doing all acts reasonably necessary or required to be done to perfect the assignment of the Purchased Trademarks.
6. **Miscellaneous.**
 - (a) **Expenses.** All costs and expenses associated with the conveyance under this Trademark Assignment of all right, title and interest of Seller in and to the Purchased Trademarks, including, without limitation, costs and expenses associated with the recordation of this Trademark Assignment, shall be borne solely by Buyer.
 - (b) **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

ARALEZ PHARMACEUTICALS TRADING
DAC

By: 
Name: Sanjay Subramanian
Title: Authorized Person

TOPROL ACQUISITION LLC

By: _____
Name:
Title:

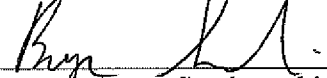
[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

**ARALEZ PHARMACEUTICALS TRADING
DAC**

By: _____
Name:
Title:

TOPROL ACQUISITION LLC

By:  _____
Name: Bryan Sendrowski
Title: President

[Signature Page to Trademark Assignment]

SCHEDULE A

PURCHASED TRADEMARKS

Mark	Country	Status	App. Date / App No.	Reg. Date / Reg. No.	Owner
ZONTIVITY	Canada	Pending	10/16/2013 1648078		Aralez Pharmaceuticals Trading DAC
ZONTIVITY Two Ribbon Design	Canada	Pending	05/12/2014 1676575		Aralez Pharmaceuticals Trading DAC
ZONTIVITY	United States	Registered	04/28/2011 85307417	10/28/2014 4628973	Aralez Pharmaceuticals Trading DAC
ZONTIVITY Two Ribbon Design	United States	Registered	04/09/2014 86247658	04/28/2015 4729043	Aralez Pharmaceuticals Trading DAC
ZONTIVITY Two Ribbon Design	United States	Registered	04/09/2014 86247665	04/28/2015 4729044	Aralez Pharmaceuticals Trading DAC