

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLAXOSMITHKLINE LLC		02/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Woodward Pharma Services LLC		
Street Address:	770 S. Adams Road, Suite 101		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3423907	LOVAZA	
CORRESPONDENCE DATA			
Fax Number:	6167522500		
<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:	6167522479		
Email:	trademarks@wnj.com		
Correspondent Name:	R. Scott Keller Warner Norcross + Judd		
Address Line 1:	150 Ottawa Avenue NW, Suite 1500		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
NAME OF SUBMITTER:	R. Scott Keller		
SIGNATURE:	/rsk/		
DATE SIGNED:	02/17/2021		
Total Attachments: 7			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this “**Assignment**”), dated February 16, 2021 (the “**Effective Date**”), is between **GLAXOSMITHKLINE LLC**, a Delaware limited liability company, with registered office located at 251 Little Falls Drive, Corporation Service Company, Wilmington, DE 19808 (the “**Assignor**”), and **WOODWARD PHARMA SERVICES LLC**, a Michigan limited liability company, with a place of business at 47220 Cartier Drive, Suite A, Wixom, MI 48393, (the “**Assignee**” and, collectively with the Assignor, the “**Parties**”).

A. The Parties are party to an Asset Purchase Agreement, dated February 16, 2021 (as may be amended, restated or otherwise modified from time to time, the “**Purchase Agreement**”).

B. Under the Purchase Agreement, and subject to the terms thereof, the Assignor sold to the Assignee all of the Assignor’s rights, title, and interest in and to each Trademark and Internet domain name that is a Purchased Asset (each such Trademark, an “**Assigned Trademark**” and each such Internet domain name, an “**Assigned Domain Name**”, collectively, the “**Assigned Asset**”), including those Assigned Assets set forth in **Schedule A** and including all rights under common law relating to each Assigned Trademark, the corresponding registrations and applications for each Assigned Trademark, and the goodwill appurtenant to each of the foregoing.

The Parties hereby agree as follows:

1. **Assignment.** The Assignor hereby assigns, transfers, delivers, and conveys to the Assignee, and the Assignee hereby purchases and acquires from the Assignor, all of the Assignor’s right, title, and interest in and to (a) each Assigned Trademark, including all rights under common law relating to each Assigned Trademark, the corresponding registrations in the U.S. Patent and Trademark Office for each Assigned Trademark (including any renewals and extensions of such registrations, now or hereafter in effect), and the goodwill appurtenant to each of the foregoing described in this clause (a); (b) each Assigned Domain Name (including any renewals of such registrations, now or hereafter in effect) and the goodwill appurtenant to each of the foregoing described in this clause (b); and (c) all rights to bring, make, oppose, defend, appeal proceedings, claims or actions, whether at law or in equity, for infringement, dilution, or misuse of each Assigned Asset against any Person, and all rights against any Person to recover damages, to recover profits, and to secure injunctive relief for all past, present, or future infringement, dilution, or misuse of each Assigned Asset.
2. **Purchase Agreement Controls.** The terms hereof are subject in all respects to the terms of the Purchase Agreement, which is hereby incorporated herein by reference. Nothing herein in any way supersedes, enlarges, narrows, or modifies (and nothing herein will be deemed to supersede, enlarge, narrow, or modify) any provision of the Purchase Agreement. If there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, then the terms of the Purchase Agreement will control.
3. **Further Assurances.**

- (a) Each Party hereto agrees to cooperate fully with the other Party to carry into effect the intents and purposes of this Assignment. Each Party agrees to undertake, at the Assignee's expense (solely with respect to any third party fees), all such reasonable acts and/or execute or procure the execution of all documents as may be reasonably required by law or reasonably necessary to vest each Assigned Asset in the Assignee or otherwise perfect the legal and beneficial title of the Assignee in and to the Assigned Assets.
- (b) Notwithstanding the foregoing paragraph, if a period of twelve (12) months passes from the Effective Date and the recordal of the assignment of any Assigned Asset has not been initiated by the Assignee, and the Assigned Trademarks and/or Assigned Domain Name remains in the name of the Assignor in the records of the relevant trademark registry or domain name registrar, the Assignor shall have no obligation to renew, maintain, or pay any fees in connection with such Assigned Trademark or Assigned Domain Name.

4. **Miscellaneous.**

(a) **Amendments; Waivers.**

- (i) This Assignment can be amended if, and only if, such amendment is in writing and is signed by each Party.
 - (ii) No waiver by any Party of such Party's rights, powers, or privileges hereunder, will be binding against the other Party. No such waiver by a Party will be enforceable against such Party unless such waiver was given in a written instrument signed by such Party. The waiver by any Party of any of such Party's rights, powers, or privileges hereunder arising because of any claimed breach, default, or misrepresentation under or with respect to a provision hereof, whether intentional or not, will not thereby extend (and will not be deemed to thereby extend) to any prior separate or subsequent breach, default, or misrepresentation, respectively, by such Party and will not affect in any way any rights, powers, or privileges arising by virtue of any such prior separate or subsequent occurrence. No failure or delay by any Party in exercising any of such Party's rights, powers, or privileges hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder or otherwise.
 - (iii) Emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this **Section 4(a)**.
- (b) **Governing Law.** This Assignment is governed by, and is to be interpreted and enforced in accordance with, the internal laws of the State of Delaware without giving effect to any choice of law or conflict of laws rules or provisions (whether

of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

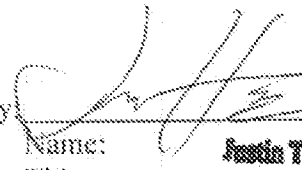
- (c) **Counterparts.** Each Party is permitted to execute this Assignment in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument.
- (d) **Third-party Beneficiaries.** No provision hereof is intended to confer, no provision hereof will confer, and no provision hereof will be deemed to confer benefits, rights, or remedies upon any Person other than upon the Parties, their respective successors, and their respective permitted assigns.
- (e) **Entire Agreement.** This Assignment (i) is a final, complete, and exclusive statement of the agreement and understanding of the Parties with respect of the subject matter hereof, (ii) constitutes the entire agreement of the Parties with respect to the subject matter hereof, and (iii) supersedes, merges, and integrates herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between any of the Parties, whether oral or written, with respect to the subject matter hereof.
- (f) **Captions.** Titles, captions, and headings included herein are for convenience of reference only and are not to affect the meaning, construction, or interpretation hereof or of any provision hereof.
- (g) **Severability.** If any portion or provision hereof is to any extent determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then the remainder hereof, and the application of such portion or provision in circumstances other than those as to which it is so determined to be illegal, invalid, or unenforceable, as applicable, will not be affected thereby. Without limiting the generality of the immediately foregoing sentence, if any portion or provision hereof is determined by any court of competent jurisdiction to be unenforceable by reason of excessive scope as to geographic, temporal, or functional coverage, then such provision will be deemed to extend only over the maximum geographic, temporal, and functional scope as to which such court determines it is permitted to be enforceable.
- (h) **Interpretation; Construction.**
 - (i) Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.
 - (ii) Unless otherwise expressly provided herein, any reference to a contract (including this Assignment) and all other contractual instruments is a reference to such contract or instrument (including all exhibits, schedules, annexes, indices, appendices, and other attachments thereto) as the same might be amended or otherwise modified in accordance with the terms thereof.

- (iii) The Parties have participated jointly in the negotiation and drafting hereof, and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any Party by virtue of the authorship hereof is not to affect the construction and interpretation hereof.
- (i) **Adequate Consideration.** Each Party acknowledges that such Party has received adequate consideration to support such Party's entry into this Assignment and the promises made by such Party hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF this Assignment has been executed the day and year appearing above.

GLAXOSMITHKLINE LLC

By: 
Name: **Justin T. Huang**
Title: **Secretary**
Date:

WOODWARD PHARMA SERVICES LLC

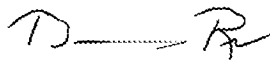
By: _____
Name: David Risk
Title: Authorized Signatory
Date:

IN WITNESS WHEREOF this Assignment has been executed the day and year appearing above.

GLAXOSMITHKLINE LLC

By: _____
Name:
Title:
Date:

WOODWARD PHARMA SERVICES LLC


By: _____
Name: David Risk
Title: Authorized Signatory
Date: 2/15/2021

Schedule A

Trademark	U.S. Registration No.	Registration Date
LOVAZA	3,423,907	May 6, 2008

Domain Name	Status	Registration Date
milovaza.com	Registered	November 21, 2011