

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626906

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900586346		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABBVIE PRODUCTS LLC		12/15/2020	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Virtus Pharmaceuticals, LLC		
<b>Street Address:</b>	12 Penns Trail		
<b>City:</b>	Newtown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18940		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2878893	PROMETRIUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6167522479		
<b>Email:</b>	trademarks@wnj.com		
<b>Correspondent Name:</b>	R. Scott Keller Warner Norcross + Judd		
<b>Address Line 1:</b>	1500 Warner Building		
<b>Address Line 2:</b>	150 Ottawa Ave NW		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49503		
<b>ATTORNEY DOCKET NUMBER:</b>	193126194954		
<b>NAME OF SUBMITTER:</b>	R. Scott Keller		
<b>SIGNATURE:</b>	/rsk/		
<b>DATE SIGNED:</b>	02/18/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is being entered into by and between AbbVie Products LLC (the "Assignor"), a Georgia limited liability company, located at 1 North Waukegan Road, North Chicago, Illinois 60064, and Virtus Pharmaceuticals, LLC, (the "Assignee"), a Delaware limited liability company, located at 12 Penns Trail, Newtown, Pennsylvania 18940 as of 12/15, 2020 (the "Effective Date").

WHEREAS, the Assignor has adopted, used and is using the United States trademark for PROMETRIUM under Registration Number 2,878,893 (hereinafter called the "Trademark"); and

WHEREAS, the Assignee is desirous of acquiring the Trademark and all common law rights therein.

Now, therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, as of the Effective Date, Assignor hereby assigns to Assignee all right, title and interest in and to the following:

- (i) the Trademark and all applications, registrations, issuances, extensions, and renewals thereof solely within the United States, together with all the goodwill associated with the Trademark;
- (ii) all rights of Assignor accruing under any of the foregoing provided by applicable law;
- (iii) all income, royalties, damages and payments due or payable to the Assignor with respect to the Trademark, including without limitation unpaid damages and payments for future infringements of the Trademark;
- (iv) any and all claims and causes of action with respect to any of the foregoing, accruing after the date hereof including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but not the obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and
- (v) any and all domain names associated with or incorporating the Trademark as set forth on Schedule 1 attached hereto;

Assignor represents and warrants that all of the registration fees for the Trademark are paid through the Effective Date. Assignor represents and warrants that to its knowledge there is no current litigation of the Trademark as of the Effective Date.

Assignor agrees to provide reasonable assistance that Assignee reasonably deems necessary to complete the assignment of the Trademark.

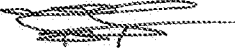
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The undersigned have signed this Trademark Assignment Agreement on 12/15, 2020.

**ABBVIE PRODUCTS LLC**

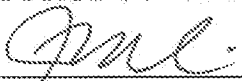
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**VIRTUS PHARMACEUTICALS, LLC**

By:  \_\_\_\_\_  
Name: Ben Bove  
Title: CEO

The undersigned have signed this Trademark Assignment Agreement on 12/15, 2020.

**ABBVIE PRODUCTS LLC**

By:   
Name: JOHANNAM. CORBIN  
Title: ASSISTANT SECRETARY

**VIRTUS PHARMACEUTICALS, LLC**

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

**Schedule 1**

abbvieprometrium.biz  
abbvieprometrium.com  
abbvieprometrium.info  
abbvieprometrium.net  
abbvieprometrium.org  
abbvieprometrium.us  
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