

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FERRING B.V.		05/07/2021	Corporation: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Amring Pharmaceuticals Inc.		
Street Address:	1205 Westlakes Drive, Suite 275		
City:	Berwyn		
State/Country:	PENNSYLVANIA		
Postal Code:	19312		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3857576	LYSTEDA	
Registration Number:	3931482	LYSTEDA	
CORRESPONDENCE DATA			
Fax Number:	2026375910		
<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:	2026375600		
Email:	DCPTOTrademarkMail@hoganlovells.com		
Correspondent Name:	Katherine Bastian		
Address Line 1:	555 13th Street NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Katherine Bastian		
SIGNATURE:	/KB/		
DATE SIGNED:	05/26/2021		
Total Attachments: 6			
source=LYSTEDA assignment#page1.tif			
source=LYSTEDA assignment#page2.tif			
source=LYSTEDA assignment#page3.tif			
source=LYSTEDA assignment#page4.tif			
source=LYSTEDA assignment#page5.tif			

CH \$65.00 3857576

DATED MAY 7, 2021

(1) **FERRING B.V.**

- and -

(2) **Amring Pharmaceuticals Inc.**

**DEED OF ASSIGNMENT OF REGISTERED
TRADE MARKS AND APPLICATIONS WITH GOODWILL**



**TRADEMARK
REEL: 007307 FRAME: 0128**

THIS DEED OF ASSIGNMENT is made as of May 7, 2021

BETWEEN:

- (1) **FERRING B.V.** of Polarisavenue 144 2132 JX Hoofddorp, the Netherlands (the "Assignor") and
- (2) **Amring Pharmaceuticals Inc.** of 1205 Westlakes Drive, Suite 275, Berwyn PA 19312, the United States of America (the "Assignee").

RECITALS:

- (A) The Assignor is the registered proprietor of the registered trade marks short particulars of which are set out in the schedule to this Deed.
- (B) The Assignor wishes to assign the Trade Marks to the Assignee together with the goodwill associated with them.

IT IS AGREED:

1. **INTERPRETATION**

In this Assignment:

- 1.1 except where the context otherwise requires the following words and expressions shall have the following meanings:

"third party" means a person other than a party to this Assignment;

"Trade Marks" means the registered trade marks set out in the schedule to this Assignment and each and any of them;

- 1.2 the singular includes the plural and vice versa.

2. **ASSIGNMENT**

Pursuant to an agreement dated **December 1, 2020** between the Assignor and the Assignee, the Assignor hereby assigns to the Assignee absolutely:

- (a) all property, right, title and interest in the Trade Marks including all common law rights connected therewith; together with
- (b) the goodwill associated with the Trade Marks; and including
- (c) the right to sue for damages and all other remedies in respect of any infringement of the Trade Marks or passing off which may have occurred prior to the date of this Assignment; and
- (d) all rights of priority (or to claim priority) attaching to the Trade Marks.

3. **FURTHER ASSURANCE**

The Assignor shall at the request (made at any time) of the Assignee:

- (a) do all acts and execute and swear all documents that are reasonably necessary or desirable to vest absolute legal and beneficial ownership of the Trade Marks in the Assignee (or the Assignee's nominee) or to perfect the Assignee's (or the Assignee's nominee's) title thereto;
- (b) give to the Assignee such reasonable assistance as the Assignee may request in evidencing the Assignee's (or the Assignee's nominee's) title to the Trade Marks;

- (c) take all steps reasonably necessary or desirable to procure the registration of the Assignee (or the Assignee's nominee) as the proprietor of the Trade Marks.

4. **GOVERNING LAW**

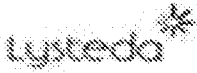
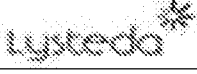
4.1 This Deed of Assignment and the jurisdiction clause contained in it shall be governed by, construed and take effect in accordance with English law.

4.2 It is agreed that the Courts of England shall have non-exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Assignment (including without limitation claims for set-off or counterclaim) and the legal relationships established by this Assignment.

5. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

No third party may enforce any term of this Assignment by virtue of the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE

Mark	Country	Status	Registration Date	Registration Number	Class
	United States of America	Registered	2010-10-05	3857576	5
LYSTEDA	United States of America	Registered	2011-03-15	3931482	5
	Canada	Registered	2014-03-10	TMA872997	5
LYSTEDA	Canada	Registered	2014-03-10	TMA872985	5

Executed as a Deed by the Assignor and executed by the Assignee the day and year appearing above. This document shall be treated as having been executed and delivered as a deed only upon being dated.

Executed and Delivered as a Deed)
by the Assignor acting by:)

Rachel Cockburn Buhl)
-----)
Rachel Cockburn Buhl (May 25, 2021 11:13 GMT+2)

Rachel Cockburn Buhl
.....
Director, Group Trademarks

Executed on behalf of the Assignee)

by:)

Marina Volin)
-----)
Marina Volin (May 25, 2021 11:27 EDT)

Marina Volin
.....
VP, General Counsel









LYSTEDA assignment v3

Final Audit Report

2021-05-25

Created:	2021-05-25
By:	Marina Volin (Marina.Volin@amringpharma.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMEToPW-ikFgwzi4xrRqFEokhYy3PUFnO

"LYSTEDA assignment v3" History

-  Document created by Marina Volin (Marina.Volin@amringpharma.com)
2021-05-25 - 2:15:13 PM GMT- IP address: 108.2.156.122
-  Document emailed to Rachel Cockburn Buhl (rachel.cockburnbuhl@ferring.com) for signature
2021-05-25 - 2:18:18 PM GMT
-  Email viewed by Rachel Cockburn Buhl (rachel.cockburnbuhl@ferring.com)
2021-05-25 - 3:14:59 PM GMT- IP address: 178.194.8.144
-  Document e-signed by Rachel Cockburn Buhl (rachel.cockburnbuhl@ferring.com)
Signature Date: 2021-05-25 - 3:15:40 PM GMT - Time Source: server- IP address: 178.194.8.144
-  Document emailed to Marina Volin (Marina.Volin@amringpharma.com) for signature
2021-05-25 - 3:15:41 PM GMT
-  Email viewed by Marina Volin (Marina.Volin@amringpharma.com)
2021-05-25 - 3:25:12 PM GMT- IP address: 104.143.198.126
-  Document e-signed by Marina Volin (Marina.Volin@amringpharma.com)
Signature Date: 2021-05-25 - 3:27:04 PM GMT - Time Source: server- IP address: 108.2.156.122
-  Agreement completed.
2021-05-25 - 3:27:04 PM GMT