

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sandoz Inc.		03/16/2021	Corporation: DELAWARE
Novartis AG		03/16/2021	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Jazz Holdco, Inc.		
Street Address:	7 East Frederick Place, Suite 100		
City:	Cedar Knolls		
State/Country:	NEW JERSEY		
Postal Code:	07927		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2166535	AMLACTIN	
Registration Number:	4401204	CERAPEUTIC	
Registration Number:	3069319	ULTRAPLEX	
Registration Number:	6100708		
Serial Number:	90242415	MORE THAN A MOISTURIZER	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	18442854263 ext 724		
Email:	tmdocket@cm.law, ftraub@cm.law		
Correspondent Name:	Felicia G. Traub, Esq.		
Address Line 1:	13101 Preston Road, Ste. 110-1520		
Address Line 2:	Culhane Meadows Nat'l IP Support Center		
Address Line 4:	Dallas, TEXAS 75240		
ATTORNEY DOCKET NUMBER:	3396 -22240AMLACTIN TMs		
NAME OF SUBMITTER:	Felicia G. Traub, Esq.		
SIGNATURE:	/FeliciaG.Traub/		

OP \$140.00 2166535

DATE SIGNED:	06/29/2021
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”), effective as of March 16, 2021 (the “Effective Date”), is made by and between Sandoz Inc., a Delaware corporation, Novartis AG, a company organized under the laws of Switzerland (Sandoz Inc. and Novartis AG, together, the “Assignors”), and Jazz Holdco, Inc., a Delaware corporation (“Assignee”).

WHEREAS, Sandoz Inc. and Assignee are parties to that certain Asset Purchase Agreement dated March 16, 2021 (the “Purchase Agreement”), pursuant to which Assignee acquired ownership rights in, among other things, the trademark registrations and applications identified on Schedule A attached hereto (the “Marks”); and

WHEREAS, Assignors and Assignee now wish to memorialize the assignment of all of Assignors’ right, title and interest in and to the Marks to Assignee by this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, the parties hereto have agreed and do hereby agree as follows:

1. Assignors, on behalf of themselves and their affiliates, hereby irrevocably and unconditionally sells, transfers, grants, and assigns to Assignee all of Assignors’ and their affiliates’ rights, title, and interest in and to the Marks, including the registrations and all issuances, extensions and renewals thereof, all associated common law rights, the goodwill of the business symbolized thereby, the right to all royalties associated therewith, and the right to sue for and recover damages and profits for past, present, or future infringement thereof.

2. Assignors agree to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national trademark offices. Assignor authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office and any other governmental officials to record and register this Agreement upon request by Assignee.

3. This Agreement and any dispute or claim arising out of, relating to or in connection with this Agreement shall be governed by and construed in accordance with, and the legal relations between Assignors and Assignee shall be determined in accordance with, the laws of the State of Delaware, United States, without regard to any laws of the State of Delaware, United States, relating to conflict of laws.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement may be executed in multiple counterparts with the same effect as if all parties had executed the same original, and all such counterparts, when taken together, shall constitute one and the same instrument.

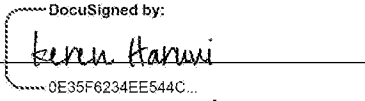
[Signature Page Follows]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

Assignors

Sandoz Inc.

By:  _____
DocuSigned by:
0E35F6234EE544C...

Name: Keren Haruvi

Title: President, Sandoz US & Head of NA

Dated: 15-Mar-21 | 6:25:10 PM GMT

and

Novartis AG

By: _____

Name: _____

Title: _____

Dated: _____

Novartis AG

By: _____

Name: _____

Title: _____

Dated: _____

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

Assignors

Sandoz Inc.

By: _____

Name: _____

Title: _____

Dated: _____

and

Novartis AG

By: DocuSigned by:
Isabelle Schubert Santana
783C9B2787574D7...

Name: **Isabelle Schubert Santana**

Title: **Authorized Signatory**

Dated: **11-Mrz-21 | 7:23:51 AM GMT**

Novartis AG

By: DocuSigned by:
Myrtha Hurtado Rivas
4D30AEEAC5D8435...

Name: **Myrtha Hurtado Rivas**

Title: **Authorized Signatory**

Dated: **10-Mar-21 | 5:16:54 PM GMT**

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

Assignee

Jazz Holdco. Inc.

By:  _____

Name: Andrew Hochman _____

Title: Assistant Secretary _____

Dated: March 16, 2021 _____



**Schedule A
Marks**

Sandoz Trademarks (Registered)

Mark	Country	App. No.	App Date	Reg. No.	Reg. Date
AMLACTIN	Canada	834079	20-JAN-1997	TMA522142 25-JAN-2000	
AMLACTIN	International Register – Australia, EU, Japan, New Zealand, Norway, South Korea, Switzerland,			1255806	31-MAR-2015
CERAPEUTIC	International Register – Australia, China, EU, New Zealand, Norway, South Korea, Switzerland, Japan,			1262877	26-MAR-2015
ULTRAPLEX	International Register – Australia, China, EU, Japan, New Zealand, Norway, South Korea, and			1262878	26-MAR-2015

Mark	Country	App. No.	App Date	Reg. No.	Reg. Date
	Switzerland				
AMLACTIN	Mexico	1596518 (1596518T)	07-APR-2015	1536633	11-MAY-2015
CERAPEUTIC	Mexico	1596515 (1596515T)	07-APR-2015	1536632	11-MAY-2015
ULTRAPLEX	Mexico	1596522 (1596522T)	07-APR-2015	1536634	11-MAY-2015
AMLACTIN	Taiwan	104018604	08-APR-2015	01746141	01-JAN-2016
CERAPEUTIC	Taiwan	104018606	08-APR-2015	01735105	01-NOV-2015
ULTRAPLEX	Taiwan	104018603	08-APR-2015	01735104	01-NOV-2015
AMLACTIN	USA	75201205	20-NOV-1996	2166535	16-JUN-1998
CERAPEUTIC	USA	85634250	24-MAY-2012	4401204	10-SEP-2013
ULTRAPLEX	USA	78434642	14-JUN-2004	3069319	14-MAR-2006

Novartis AG Trademarks

Mark	Country	App. No.	App Date	Reg. No.	Reg. Date
<i>Design Only</i> 	USA	88734835	20-DEC-2019	6100708	14-JUL-2020
	USA	90242415	08-OCT-2020		