

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658003

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SUMITOMO DAINIPPON PHARMA CO., LTD. | | 12/01/2020 | Corporation: JAPAN |
| RECEIVING PARTY DATA | | | |
| Name: | CONCORDIA PHARMACEUTICALS INC. | | |
| Street Address: | 8-10 Avenue de la Gare | | |
| City: | Luxembourg | | |
| State/Country: | LUXEMBOURG | | |
| Entity Type: | Private Limited Liability Company: LUXEMBOURG | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2448573 | ZONEGRAN | |
| 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: | 2124082643 | | |
| Email: | meghna.prasad@bakerbotts.com | | |
| Correspondent Name: | Meghna Prasad | | |
| Address Line 1: | 30 Rockefeller Plaza | | |
| Address Line 4: | New York, NEW YORK 10112 | | |
| NAME OF SUBMITTER: | Meghna Prasad | | |
| SIGNATURE: | /mp/ | | |
| DATE SIGNED: | 07/05/2021 | | |
| Total Attachments: 4 | | | |
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EXHIBIT C
TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") effective as of December 1st, 2020 between SUMITOMO DAINIPPON PHARMA CO., LTD., a corporation organized under the laws of Japan ("Assignor") and CONCORDIA PHARMACEUTICALS INC. ~~a company incorporated and registered in Ireland with company number (344596), whose registered office is at 3 Burlington Road, Dublin 4, Ireland and having a trading address of Suite 17, Northwood House, Northwood Avenue, Santry, Dublin 9, Ireland~~ ("Assignee", and each of Assignor and Assignee, a "Party").

U.S.I.
a société à responsabilité limitée (private limited liability company) duly continued and validly existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 8-10 Avenue de la Gare, L-2610 Luxembourg, Grand-Duchy of Luxembourg by way of its Barbados branch, an external company registered under the laws of Barbados and licensed as an international business company carrying on business at 5 Canewood Business Centre, St. Michael, Barbados BB 11005

U.S.

WHEREAS, Assignor is the owner of the following trademark now registered in the United States Patent and Trademark Office:

| TRADEMARK | TRADEMARK REGISTRATION# | REG. DATE | RENEWAL DATE | GOODS |
|-----------|-------------------------|-------------|--------------|--|
| ZONEGRAN | 2448573 | May 8, 2001 | May 8, 2021 | pharmaceutical preparations, namely, anti-epileptics and anti-convulsants in Class 5 |

WHEREAS, Assignor is the owner of the following trademark now registered in the Puerto Rico Trademark Office:

| TRADEMARK | TRADEMARK REGISTRATION# | REG. DATE | RENEWAL DATE | GOODS |
|-----------|-------------------------|---------------|---------------|---|
| ZONEGRAN | 207156 | April 9, 2013 | April 9, 2023 | Pharmaceutical preparations, namely, anti-epileptics and anti-convulsants, pharmaceutical preparations acting on the central nervous system, chemical preparations for pharmaceutical or medical purposes, namely, for the prevention and treatment of epilepsy, chemical preparations for pharmaceutical purposes for the treatment of epilepsy, drugs for medical |

purposes, namely, for the prevention and treatment of epilepsy, medicines for human purposes, namely, for treating epilepsy, pharmaceutical preparations for the treatment of epilepsy, in Class 5

WHEREAS, Assignee is desirous of acquiring said registered trademarks,

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration as provided for in Section 2.4 of the Asset Purchase Agreement entered into between the Parties dated as of December 1st, 2020 ("**Asset Purchase Agreement**"), the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the US trademark and Puerto Rico trademark set forth in in the recitals hereto, (ii) any registration or application for registration of the foregoing, and (v) any goodwill associated with any of the foregoing.

2. Cooperation. The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement together with the Asset Purchase Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

5. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Delaware without regard to the conflict of law rules of such state.

Signed this ~~22th~~ day of ~~August, 2020~~

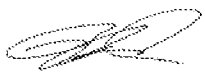
March, 2021

[Signature Page Follows]

**SUMITOMO DAINIPPON PHARMA CO.,
LTD.**

By: 
Name: TAMAKI HORIKAWA
Title: Intellectual Property
Senior director.

**CONCORDIA PHARMACEUTICALS
INC.**

By: 
Name: Robert Ford
Title: Director