

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perrigo Company of Tennessee		06/30/2021	Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Padagis US LLC		
Street Address:	1251 Lincoln Road		
City:	Allegan		
State/Country:	MICHIGAN		
Postal Code:	49010		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4035429	NEO-POLYCIN	
Registration Number:	4039106	POLYCIN	
Registration Number:	3184895	SEBPREV	
CORRESPONDENCE DATA			
Fax Number:	8167531536		
<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:	8167531000		
Email:	uspt@polsinelli.com		
Correspondent Name:	Andrea M. Porterfield, Polsinelli PC		
Address Line 1:	900 W. 48th Place, Suite 900		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	Padagis - TBD		
NAME OF SUBMITTER:	Andrea M. Porterfield		
SIGNATURE:	/Andrea M. Porterfield/		
DATE SIGNED:	07/20/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of June 30, 2021 (the "Effective Date"), is by and among PERRIGO COMPANY OF TENNESSEE, a company organized under the laws of Tennessee, with its principal office located at 515 Eastern Avenue Allegan, Michigan United States 49010 ("Assignor"), and PADAGIS US LLC, a Delaware limited liability company, with its principal office located at 1251 Lincoln Road, Allegan, MI 49010 ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

WHEREAS, this Assignment is made and entered into in connection with the Closing of the transactions contemplated by that certain Stock and Asset Purchase Agreement, dated as of March 1, 2021, by and between Perrigo Company plc and Padagis LLC (f/k/a Vestas Pharma LLC) (the "Purchase Agreement");

WHEREAS, capitalized terms used but not defined in this Assignment shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Perrigo Company plc agreed to, and to cause its Subsidiaries to, sell, assign, transfer and convey to Padagis LLC (f/k/a Vestas Pharma LLC), and Padagis LLC (f/k/a Vestas Pharma LLC) agreed to purchase and acquire, the Purchased Assets, including certain Patents, Trademarks and Internet domain names;

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Perrigo Company plc intends to implement the Internal Restructuring in accordance with, and in the sequence set forth in, that certain step plan attached to the Purchase Agreement as Annex A thereto (as it has been or may be amended from time to time, the "Step Plan");

WHEREAS, pursuant to the Step Plan, it is proposed that, among other things, Assignor transfer and assign to Assignee, and Assignee acquire and accept from Assignor, for no additional consideration, all of Assignor's right, title and interest in and to (i) the trademarks identified on Schedule I attached hereto (collectively, the "Assigned Trademarks"), including the goodwill associated with such Assigned Trademarks; and

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 2.8(b)(vii) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee agree as follows:

ARTICLE I

TRADEMARK Assignment

Section 1.1 Assignor hereby irrevocably assigns to Assignee all of its rights, title and interest in and to the Assigned Trademarks as of the Effective Date, including any and all goodwill appurtenant thereto held by Assignor, together with the right to recover and have damages and profits for past infringement, if any. The Assigned Trademarks shall be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 1.2 Promptly following the Effective Date, Assignor shall cause the deed of assignment attached hereto and such other deeds of assignment requested by Assignee (collectively, the "Trademark Assignment Deeds") to be executed and delivered to Assignee or its designee. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register the Trademark Assignment Deeds upon request by Assignee, its successors, assigns or other legal representatives.

Section 1.3 Promptly following the Effective Date, Assignor will cooperate with Assignee and follow Assignee's reasonable instructions, at Assignee's sole cost and expense, in order to as promptly as reasonably practicable effectuate the transfer of rights to Assignee contemplated hereunder, and any necessary or appropriate records or indicia of ownership and use. Without limiting the foregoing, Assignor agrees at all times to provide Assignee with any additional information, to do any and all things, to execute any and all documents or instruction, and to follow any procedures, that may be required or reasonably requested by Assignee to effectuate the assignment hereunder. Assignee shall be solely responsible for, and shall bear all cost related to, filing or recordings of the Trademark Assignment Deeds and to effectuate the assignment hereunder.

ARTICLE II

DISCLAIMER AND LIMITATION OF LIABILITY

Section 2.1 Disclaimer. ANY REPRESENTATIONS AND WARRANTIES (AND ANY REMEDIES FOR THE BREACH THEREOF) WITH RESPECT TO THE TRADEMARKS ASSIGNED IN SECTION 1.1 HEREUNDER ARE SOLELY SET FORTH IN SECTION 3.9 OF THE PURCHASE AGREEMENT, AND ARE SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT, INCLUDING THAT, PURSUANT TO SECTION 9.1 OF THE PURCHASE AGREEMENT, NO SUCH REPRESENTATIONS OR WARRANTIES SHALL SURVIVE THE EFFECTIVE DATE.

Section 2.2 Limitation of Liability. IN NO EVENT SHALL ASSIGNOR BE LIABLE TO ASSIGNEE FOR ANY LOSSES INCURRED ARISING OUT OF OR RELATING TO THE ASSIGNED TRADEMARKS, ASSIGNED PATENTS OR ASSIGNED DOMAIN NAMES, INCLUDING THEIR USE, INCLUDING FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, EXEMPLARY OR

PUNITIVE DAMAGES, INCLUDING LOST PROFITS; IN EACH CASE, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, AND EVEN IF ASSIGNOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE III

GENERAL PROVISIONS

Section 3.1 Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to any choice of conflict of law provision or rule (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.

Section 3.2 Entire Agreement. This Assignment, together with the Schedules and Exhibits hereto, constitute the entire agreement between the Parties with respect to the subject matter of this Assignment and supersedes any prior discussion, correspondence, negotiation, proposed term sheet, agreement, understanding or arrangement.

Section 3.3 Amendments. This Assignment may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.

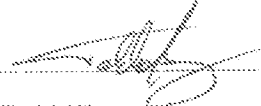
Section 3.4 Counterparts. This Assignment may be executed in two (2) or more counterparts, all of which shall be considered an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one (1) or more such counterparts have been signed by each Party and delivered (by facsimile, electronic mail, or otherwise) to the other Parties. Signatures to this Assignment transmitted by facsimile, by electronic mail in "portable document format," or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signatures.

{Signature Page to Follow}

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

PERRIGO COMPANY OF
TENNESSEE

By: 

Name: Todd Kingma

Title: EVP & Secretary

ASSIGNEE

PADAGIS US LLC

By: 

Name: Todd Kingma

Title: EVP & Secretary

SCHEDULE I

ASSIGNED TRADEMARKS

Trademark Registration No.	Mark	Assignor
4035429 (US)	NEO-POLYCN	Perrigo Company of Tennessee, Inc.
4039108 (US)	POLYCN	Perrigo Company of Tennessee, Inc.
3184895 (US)	SEB-PREV	Perrigo Company of Tennessee, Inc.

TRADEMARK DEED OF ASSIGNMENT

I, the undersigned, hereby declare that PERRIGO COMPANY OF TENNESSEE, a company organized under the laws of Tennessee, with its principal office located at 515 Eastern Avenue Allegan, Michigan United States 49010 (the "Assignor"), have assigned and transferred all its rights in and to the following trademark registrations, including all goodwill appurtenant thereto held by Assignor, effective as of the date of signature affixed below:


Trademark Registration No.	Mark
4035429 (US)	NEO-POLYCIN
4039106 (US)	POLYCIN
3184895 (US)	SEB-PRV

to PADAGIS US LLC, a limited liability company organized under the laws of Delaware, with the address at 1231 Lincoln Road, Allegan, MI 49010.

The undersigned are duly authorized to execute this document on behalf of the Assignor.

Executed on this day of June 30, 2021

Assignor: PERRIGO COMPANY OF TENNESSEE

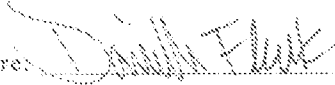
By: 

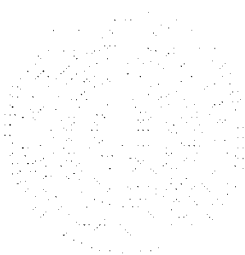
Name: Todd Kingma

Title: EVP & Secretary

Subscribed and sworn to before me this 30th day of June 2021

(Notarial Seal)

Signature: 



DANELLE FLICK
NOTARY PUBLIC, MICHIGAN
COUNTY OF ALLEGAN
My Commission Expires 07/28/2025
Acting in the County of Allegan