

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672497

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900628549		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERRIGO PHARMA INTERNATIONAL DESIGNATED ACTIVITY COMPANY		06/30/2021	DESIGNATED ACTIVITY COMPANY: IRELAND
RECEIVING PARTY DATA			
Name:	Perrigo Company		
Street Address:	515 Eastern Avenue		
City:	Allegan		
State/Country:	MICHIGAN		
Postal Code:	49010		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3688522	EVAMIST	
Registration Number:	2693628	ENTOCORT	
Registration Number:	3550530	EVAMIST	
Registration Number:	2457708	GYNAZOLE 1	
Registration Number:	3184560	CLINDESSE	
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, vharvey@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:	09/03/2021
Total Attachments: 13 source=Perrigo Phara International Designated Activity Company to Perrigo Company Non-recordal letter#page1.tif source=Perrigo Phara International Designated Activity Company to Perrigo Company Non-recordal coversheet#page1.tif source=Sailboat - PPI DAC Assignment Agreement and Deeds(Executed) (Dark print)#page1.tif source=Sailboat - PPI DAC Assignment Agreement and Deeds(Executed) (Dark print)#page2.tif source=Sailboat - PPI DAC Assignment Agreement and Deeds(Executed) (Dark print)#page3.tif source=Sailboat - PPI DAC Assignment Agreement and Deeds(Executed) (Dark print)#page4.tif source=Sailboat - PPI DAC Assignment Agreement and Deeds(Executed) (Dark print)#page5.tif source=Sailboat - PPI DAC Assignment Agreement and Deeds(Executed) (Dark print)#page6.tif source=Sailboat - PPI DAC Assignment Agreement and Deeds(Executed) (Dark print)#page7.tif source=Sailboat - PPI DAC Assignment Agreement and Deeds(Executed) (Dark print)#page8.tif source=Sailboat - PPI DAC Assignment Agreement and Deeds(Executed) (Dark print)#page9.tif source=Sailboat - PPI DAC Assignment Agreement and Deeds(Executed) (Dark print)#page10.tif source=Sailboat - PPI DAC Assignment Agreement and Deeds(Executed) (Dark print)#page11.tif	

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 PHARMA INTERNATIONAL DESIGNATED ACTIVITY COMPANY, a designated activity company organized under the laws of Ireland, with its principal office located at The Sharp Building, Hogan Place, Dublin, 2 Ireland (“Assignor”), and PERRIGO COMPANY, a Michigan corporation, with its principal office located at 515 Eastern Avenue, 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, 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, (ii) the patents identified on Schedule II attached hereto, and (iii) the Internet domain names identified on Schedule III attached hereto (collectively, the “Assigned Domain Names”); and WHEREAS, the execution and delivery of this Assignment is contemplated by Section 2.8(b)(viii) 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

PATENT Assignment

Section 2.1 Assignor hereby irrevocably assigns to Assignee all of its rights, title and interest in, to and under all of the following (collectively, the "Transferred Patents"), together with the right to sue and recover damages and profits for infringement, misappropriation, or other violation of any Transferred Patents:

- (i) the patents and patent applications set forth in Schedule II (the "Scheduled Patents");
- (ii) any patent or patent application that claims priority to any Scheduled Patent; and
- (iii) any foreign equivalents or foreign counterparts of the foregoing patents and patent applications.

The Transferred Patents and all patents that issue on the Transferred Patents shall be held and enjoyed by the Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

Section 2.2 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 "Patent Assignment Deeds") to be executed and delivered to Assignee or its designee. Assignor hereby authorizes the Commissioner for Patents 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 Patent Assignment Deeds upon request by Assignee, its successors, assigns or other legal representatives.

Section 2.3 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 recordals 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 Patent Assignment Deeds and to effectuate the assignment hereunder.

ARTICLE III

DOMAIN NAME Assignment

Section 3.1 Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor as registrant of the Assigned Domain Names. Such assignment shall be effected by Assignor carrying out the domain name transfer procedures and executing any transfer documents required by the applicable registrar of the Assigned Domain Names (the "Registrar") and providing any authorization codes known (or accessible) to Assignor and necessary to effect the transfer as promptly as reasonably practicable following the date hereof. In connection with this transfer of the Assigned Domain Names, Assignor shall provide any necessary information to the Registrar, including, but not limited to, the name or names provided by Assignee for billing, administrative and technical contacts. Assignor further hereby authorizes and requests the applicable Registrar to transfer the Assigned Domain Names to Assignee, and Assignee's successors and/or assigns.

Section 3.2 Assignor further agrees that it will execute and deliver all such further documents and instruments of transfer as may reasonably be required to effect the transfer of the Domain Names, at Assignee's request and at Assignee's sole expense. Assignee shall be solely responsible for, and shall bear all cost related to the transfer of the Domain Names.

ARTICLE IV

DISCLAIMER AND LIMITATION OF LIABILITY

Section 4.1 Disclaimer. ANY REPRESENTATIONS AND WARRANTIES (AND ANY REMEDIES FOR THE BREACH THEREOF) WITH RESPECT TO THE PATENTS, TRADEMARKS AND DOMAIN NAMES ASSIGNED IN SECTION 1.1, SECTION 2.1 AND SECTION 3.1 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 4.2 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 V

GENERAL PROVISIONS

Section 5.1 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 or 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 5.2 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 5.3 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 5.4 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, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

PERRIGO PHARMA
INTERNATIONAL DESIGNATED
ACTIVITY COMPANY

By: 

Name: Todd Kingma

Title: Director

ASSIGNEE

PERRIGO COMPANY

By: 

Name: Todd Kingma

Title: EVP & Secretary

SCHEDULE I

ASSIGNED TRADEMARKS

Trademark Registration No.	Mark
2457708 (US)	GYNAZOLE 1
2693628 (US)	ENTOCORT
TMA710685 (CA)	CLINDESSE
988229 (AU)	GYNAZOLE 1
4516704 (EM)	GYNAFEM
186627 (IL)	CLINDESSE
3184560 (US)	CLINDESSE
1042895 (MX)	CLINDESSE
3550530 (US)	EVAMIST
3688522 (US)	EVAMIST & design

TRADEMARK DEED OF ASSIGNMENT

I, the undersigned, hereby declare that PERRIGO PHARMA INTERNATIONAL DESIGNATED ACTIVITY COMPANY, a designated activity company organized under the laws of Ireland, with its principal office located at The Sharp Building, Hogan Place, Dublin, 2 Ireland (“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
2457708 (US)	GYNAZOLE 1
2693628 (US)	ENTOCORT
TMA710685 (CA)	CLINDESSE
988229 (AU)	GYNAZOLE 1
4516704 (EM)	GYNAFEM
186627 (IL)	CLINDESSE
3184560 (US)	CLINDESSE
1042895 (MX)	CLINDESSE
3550530 (US)	EVAMIST
3688522 (US)	EVAMIST & design

to PERRIGO COMPANY, with the address at 515 Eastern Ave., Allegan, MI 49010.

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

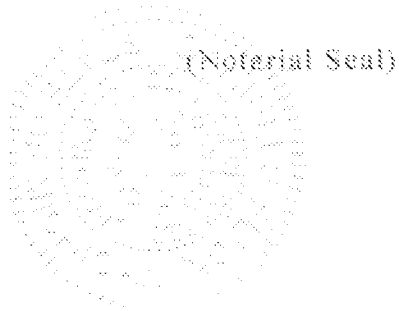
Executed on this day of June 30, 2021

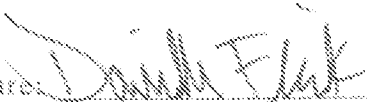
Assignor: PERRIGO PHARMA
INTERNATIONAL DESIGNATED
ACTIVITY COMPANY

By: 
Name: Todd Kingma

Title: Director

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



Signature: 

DANIELLE FLICK
NOTARY PUBLIC, MICHIGAN
COUNTY OF ALLEGAN
My Commission Expires 07/26/2025
Acting in the County of Allegan

SCHEDULE II

SCHEDULED PATENTS

Patent No.
US9789057
CA2392473
MX241958
US6899890
MX291729
US8057433

PATENT DEED OF ASSIGNMENT

I, the undersigned, hereby declare that PERRIGO PHARMA INTERNATIONAL DESIGNATED ACTIVITY COMPANY, a designated activity company organized under the laws of Ireland, with its principal office located at The Sharp Building, Hogan Place, Dublin, 2 Ireland (the "Assignor"), have assigned and transferred all its rights in and to the following patent applications and registrations, together with the right to sue and recover damages and profits for infringement, misappropriation, or other violation of such patents:

Patent No.
US9789057
CA2392473
MX241958
US6899890
MX291729
US8057433

to PERRIGO COMPANY, with the address at 515 Eastern Ave., 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 PHARMA
INTERNATIONAL DESIGNATED
ACTIVITY COMPANY

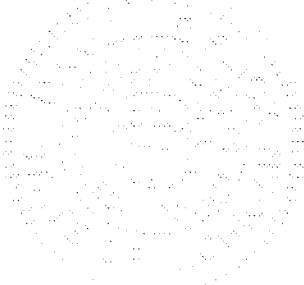
By: 

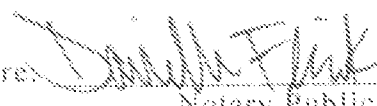
Name: Todd Kingma

Title: Director

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

(Notarial Seal):



Signature: 

Notary Public

DANIELLE FLICK
NOTARY PUBLIC, MICHIGAN
COUNTY OF ALLEGAN
My Commission Expires 07/26/2025
Acting in the County of Allegan

TRADEMARK
REEL: 007413 FRAME: 0730

SCHEDULE III

ASSIGNED DOMAIN NAMES

Domain

clindesse.com

DOMAIN DEED OF ASSIGNMENT

I, the undersigned, hereby declare that PERRIGO PHARMA INTERNATIONAL DESIGNATED ACTIVITY COMPANY, a designated activity company organized under the laws of Ireland, with its principal office located at The Sharp Building, Hogan Place, Dublin, 2 Ireland (the "Assignor"), have assigned and transferred all its rights in and to the following domain names, together with the right to sue and recover damages and profits for infringement, misappropriation, or other violation of such domain names:

Domain

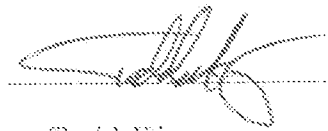
clindesse.com

to PERRIGO COMPANY, with the address at 515 Eastern Ave., 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 PHARMA
INTERNATIONAL DESIGNATED
ACTIVITY COMPANY

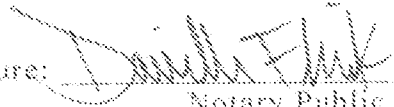
By: 

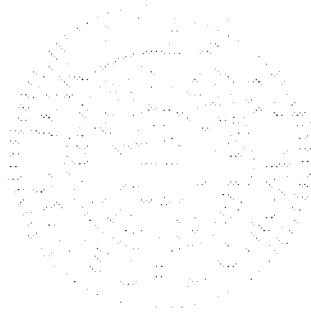
Name: Todd Kingma

Title: Director

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

(Notarial Seal)

Signature: 
Notary Public



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