

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675259

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fougera Pharmaceuticals Inc.		04/01/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANI Pharmaceuticals, Inc.		
<b>Street Address:</b>	210 Main Street West		
<b>City:</b>	Baudette		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56623		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2843963	APEXICON	
<b>Registration Number:</b>	3424798	VEREGEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<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>			
<b>Phone:</b>	949-567-6700		
<b>Email:</b>	ipprosecution@orrick.com		
<b>Correspondent Name:</b>	David Gold,Shana Solomon,David Schwartz		
<b>Address Line 1:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 2:</b>	2050 Main Street, Suite 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-8255		
<b>ATTORNEY DOCKET NUMBER:</b>	38337.20/C3Z6		
<b>NAME OF SUBMITTER:</b>	David Gold		
<b>SIGNATURE:</b>	/David Gold/		
<b>DATE SIGNED:</b>	09/17/2021		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of April 1, 2021 (the “Effective Date”), by and between Fougera Pharmaceuticals Inc., a corporation organized and existing under the laws of New York (hereinafter referred to as “Assignor”), and ANI Pharmaceuticals, Inc., a corporation organized and existing under the laws of Delaware (hereinafter referred to as “Assignee”). Assignor and Assignee are each referred to individually as a “Party,” and together as the “Parties.”

### RECITALS

WHEREAS, Assignor holds all right, title and interest in and to the Product-specific trademarks identified on Appendix 1 attached hereto (the “Assigned Trademarks”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of April 1, 2021 (the “Asset Purchase Agreement”), pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee the Purchased Assets, which Purchased Assets include the Assigned Trademarks, subject to the terms and conditions set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee has agreed to assume and pay, discharge, perform or otherwise satisfy the Assumed Liabilities in connection with Assignee’s acquisition of the Purchased Assets; and

WHEREAS, subject to the terms and conditions set forth in the Asset Purchase Agreement, the Parties wish to enter into this Agreement for the assignment of the Assigned Trademarks from Assignor to Assignee and to effectuate the transfer of the Assigned Trademarks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement but not otherwise defined shall have the same meaning as set forth in the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with and subject to the provisions of the Asset Purchase Agreement and this Agreement, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following:

(a) the Assigned Trademarks set forth on Appendix 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds, in each case, now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor hereby authorizes and requests that the Commissioner for Trademarks in the United States Patent and Trademark Office, and any other sovereign official of a corresponding entity or agency in any applicable jurisdictions, to record and register this Agreement upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignor's sole cost and expense, Assignor shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee.

4. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one (1) and the same instrument. PDF and facsimile signatures shall constitute original signatures. The Parties agree that the electronic signatures (including, without limitation, DocuSign) appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility pursuant to the Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and Uniform Electronic Transactions Act (UETA) model law, or similar Applicable Laws.

5. Governing Law. This Agreement shall be governed, interpreted and construed in accordance with the substantive laws of the State of New York, U.S.A., without regard to its conflict of laws principles. To the extent that it may otherwise be applicable, the parties hereto hereby expressly agree to unconditionally waive and exclude from the operation of this Agreement the United Nations Convention on Contracts for the International Sale of Goods, concluded at Vienna, on 11 April 1980, as amended and as may be amended further from time to time. This Agreement has been negotiated and drafted by the parties hereto in the English language. Any translation into any other language shall not be an official version thereof. In the event any translation of this Agreement is prepared for convenience or for any other purpose, the provisions of the English version shall prevail.

6. Terms of the Asset Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, the sale, transfer, assignment, conveyance and delivery effectuated hereby is subject in all respects to the terms and conditions of the Asset Purchase Agreement and nothing in this Agreement, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee as set forth in the Asset Purchase Agreement. This Agreement is further subject to the representations, warranties, covenants, confidentiality, indemnities and miscellaneous provisions agreed to by the Parties in the Asset Purchase Agreement, which are applied to this Agreement mutatis mutandis and incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall govern.

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IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the Effective Date.

ANI Pharmaceuticals, Inc.

Fougera Pharmaceuticals Inc.

By: Stephen Carey  
Name: Stephen Carey  
Title: Chief Financial Officer

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to the Trademark Assignment Agreement]

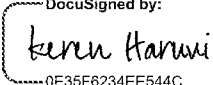
**TRADEMARK**  
**REEL: 007425 FRAME: 0006**

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the Effective Date.

ANI Pharmaceuticals, Inc.

Fougera Pharmaceuticals Inc.

By: \_\_\_\_\_  
Name:  
Title:

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Keren Haruvi  
Title: President

[Signature Page to the Trademark Assignment Agreement]

**APPENDIX 1**  
**Assigned Trademarks**

U.S. Trademark Registrations

<b>Trademark</b>	<b>Class</b>	<b>Filing No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
APEXICON	5	78173576	2843963	May 18, 2004
VEREGEN	5	78979942	3424798	May 6, 2008

[Appendix 1 to the Trademark Assignment Agreement]