

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM678392

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900646180

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Osmotica Kereskedelmi és Szolgáltató Korlátolt Felelőségű Társaság		08/27/2021	Limited Liability Company: HUNGARY

RECEIVING PARTY DATA

Name:	Acella Holdings, LLC
Street Address:	1880 McFarland Parkway, Suite 110
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4692875	KHEDEZLA
Registration Number:	3549067	O
Registration Number:	3498217	O OSMOTICA PHARMACEUTICAL
Registration Number:	4847688	OSMODEX
Registration Number:	5770230	OSMOLEX
Registration Number:	5770506	OSMOLEX ER
Registration Number:	3545986	OSMOTICA PHARMACEUTICAL

CORRESPONDENCE DATA

Fax Number: 8032559831

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.

Phone: 8643732260

Email: IP@nelsonmullins.com, elaine.stephenson@nelsonmullins.com

Correspondent Name: NEIL C. JONES

Address Line 1: 301 SOUTH COLLEGE STREET

Address Line 2: SUITE 2300, IP DEPARTMENT

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	042140.09120
NAME OF SUBMITTER:	Neil C. Jones, SC Bar No. 062911
SIGNATURE:	/Neil C. Jones/
DATE SIGNED:	10/01/2021

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is dated as of August 27, 2021, between Acella Holdings, LLC, a Delaware limited liability company (“**Assignee**”), and Osmotica Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság, a company limited by quotas organized and existing under the laws of Hungary (“**Assignor**”).

WHEREAS, Assignor owns the trademark registrations listed on Schedule 1 attached hereto (the “**Assigned Trademarks**”);

WHEREAS, the Assignor’s entity name has been listed in the USPTO, and possibly in other equivalent patent offices in other countries, filings for the Trademarks as a “limited liability company of Hungary”; and

WHEREAS, pursuant to the Purchase and Sale Agreement dated June 24, 2021, between Assignee, Osmotica Pharmaceuticals plc, the Persons listed on Schedule I-A thereto, and Assignor (the “**Purchase Agreement**”), Assignee has agreed to acquire, and Assignor has agreed to sell, convey, assign, deliver and transfer to Assignee, all of Assignor’s rights, title and interests in, to and under the Assigned Trademarks.

NOW, THEREFORE, IT IS AGREED:

1. Assignment of Rights. Pursuant to such Purchase Agreement and in consideration of the mutual covenants, agreements, representations and warranties contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of its rights, title and interests in, to and under (a) the Assigned Trademarks, (b) the goodwill associated with the Assigned Trademarks, (c) all applications and registrations for the Assigned Trademarks and (d) any and all rights, privileges and proceeds under the Assigned Trademarks, including, without limitation, any claim by Assignor against third parties for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Assigned Trademarks and any rights of Assignor as a party in any opposition or cancellation proceeding, in each case, to the full extent of Assignor’s legal rights in the Assigned Trademarks.
2. Recordation. Effective upon the date hereof, Assignee shall be responsible for and may pay all costs relating to the registration, maintenance and prosecution of the Assigned Trademarks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities. Assignor agrees that Assignee shall have the rights to register and record its rights in the Assigned Trademarks, in its name, in the United States Patent and Trademark Office and any equivalent trademark office in other countries.
3. No Alteration of Purchase Agreement. Assignor and Assignee hereby acknowledge and agree that this Assignment is made pursuant to and subject to Assignor’s and Assignee’s rights and obligations under the Purchase Agreement,

and that the Assigned Trademarks shall hereafter be considered “Transferred Assets” for the purposes of the Purchase Agreement. Each of Assignor and Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

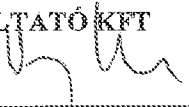
4. Further Assurances. Assignor hereby covenants and agrees that Assignor shall execute, or cause to have executed any confirmatory assignment of the Assigned Trademarks, or other documents, that may be reasonably required in addition to the signing of this Assignment and reasonably requested by the Assignee, its successors, assigns or other legal representatives, in order to transfer the ownership of the Assigned Trademarks in individual countries and to effectuate the purposes of this Assignment it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.
5. Miscellaneous. This Assignment is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants and indemnities set forth in the Purchase Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts together constitute one and the same instrument. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflict of laws principles. No variation of this Assignment shall be effective unless it is in writing and signed by the parties hereto (or their authorized representatives).

[Signature page to follow]

IN WITNESS WHEREOF, Assignor intending to be legally bound has caused this Assignment to be executed by its duly authorized representatives as of the date first above written.

ASSIGNOR:

OSMOTICA KERESKEDELMI ÉS
SZOLGÁLTATÓ KFT

By: 

Name: Gabor Varga

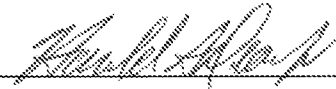
Title: Managing Director

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignee intending to be legally bound has caused this Assignment to be executed by its duly authorized representatives as of the date first above written.

ASSIGNEE:

ACELLA HOLDINGS, LLC

By:  _____

Name: Harold A. Deas, Jr.

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007436 FRAME: 0184

Schedule 1

Assigned Trademarks

Item No.	Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
1	US	KHEDEZLA	85814727	01/03/2013	4692875	02/24/2015
2	US	O & DESIGN	77316559	10/30/2007	3549067	12/23/2008
3	US	O OSMOTICA PHARMACEUTICAL & DESIGN	77314483	10/26/2007	3498217	09/09/2008
4	Australia	O OSMOTICA PHARMACEUTICAL & DESIGN	1232392	03/28/2008	1232392	03/28/2008
5	Brazil	O OSMOTICA PHARMACEUTICAL & DESIGN	829700633	04/24/2008	829700633	02/03/2015
6	Brazil	O OSMOTICA PHARMACEUTICAL & DESIGN	829700625	04/24/2008	829700625	02/03/2015
7	Canada	O OSMOTICA PHARMACEUTICAL & DESIGN	1388971	03/27/2008	TMA771509	07/08/2010
8	China	O OSMOTICA PHARMACEUTICAL & DESIGN	6678798	04/23/2008	6678798	07/07/2010
9	China	O OSMOTICA PHARMACEUTICAL & DESIGN	6678797	04/23/2008	6678797	02/21/2011
10	European Community	O OSMOTICA PHARMACEUTICAL & DESIGN	006810873	04/04/2008	006810873	01/05/2009
11	Israel	O OSMOTICA PHARMACEUTICAL & DESIGN	210580	04/10/2008	210580	01/05/2010
12	Japan	O OSMOTICA PHARMACEUTICAL & DESIGN	2008026541	04/07/2008	5224470	04/17/2009

Item No.	Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
13	Korea	O OSMOTICA PHARMACEUTICAL & DESIGN	4520080001381	03/28/2008	450026831	03/18/2009
14	Mexico	O OSMOTICA PHARMACEUTICAL & DESIGN	2064417	06/20/2018	2033146	08/27/2019
15	United Kingdom	O OSMOTICA PHARMACEUTICAL & DESIGN	European Union 006810873	04/04/2008	UK00906810873	01/05/2009
16	US	OSMODEX	86450536	11/11/2014	4847688	11/03/2015
17	Australia	OSMODEX	1232394	03/28/2008	1232394	03/28/2008
18	Brazil	OSMODEX	829700668	04/24/2008	829700668	06/21/2016
19	Brazil	OSMODEX	829700650	04/24/2008	829700650	08/09/2016
20	Canada	OSMODEX	1751289	10/20/2015	TMA1058055	10/08/2019
21	European Community	OSMODEX	006784136	03/27/2008	006784136	07/01/2009
22	Israel	OSMODEX	210582	04/10/2008	210582	01/05/2010
23	Japan	OSMODEX	2008026542	04/07/2008	5224471	04/17/2009
24	Korea	OSMODEX	4520081382	03/28/2008	4526609	02/24/2009
25	Mexico	OSMODEX	2064416	06/20/2018	2033145	08/27/2019
26	Mexico	OSMODEX	2064418	06/20/2018	2033147	08/27/2019
27	United Kingdom	OSMODEX	European Union 006784136	03/27/2008	UK00906784136	07/01/2009
28	US	OSMOLEX	87411723	04/14/2017	5770230	06/04/2019
29	US	OSMOLEX ER	87639712	10/10/2017	5770506	06/04/2019
30	US	OSMOTICA PHARMACEUTICAL	77314503	10/26/2007	3545986	12/16/2008