

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683957

<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>
DURECT CORPORATION		12/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Evonik Corporation		
<b>Street Address:</b>	299 Jefferson Road		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	Corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2501688	LACTEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022634312		
<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>	2029732612		
<b>Email:</b>	swoldow@sgrlaw.com		
<b>Correspondent Name:</b>	Scott D. Woldow		
<b>Address Line 1:</b>	1055 Thomas Jefferson Street, NW		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Washington, D.C. 20007		
<b>NAME OF SUBMITTER:</b>	Anca M. Marcu, Associate Attorney at SGR		
<b>SIGNATURE:</b>	/Anca Marcu/		
<b>DATE SIGNED:</b>	10/27/2021		
<b>Total Attachments: 6</b>			
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source=Evonik - Durect - Trademark Assignment Agreement Executed#page2.tif			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of December 31, 2020, is entered into by and between Evonik Corporation, an Alabama corporation ("Assignee") and Durect Corporation, a Delaware corporation ("Assignor"). All capitalized terms used but not defined herein shall have the meaning given in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of December 4, 2020 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee certain trademark rights.

WHEREAS, this Assignment is being delivered pursuant to Section 8.2.4 of the Purchase Agreement.

WHEREAS, concurrent with the execution of this Trademark Assignment, the Seller and Purchaser are executing each of the Real Property Lease Assignment and Assumption, the Intellectual Property Assignment, the Bill of Sale, and the Assignment and Assumption Agreement.

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assigned Trademarks. The term "Assigned Trademarks" means the Acquired Trademarks set forth Exhibit A to this Trademark Assignment.

2. Assignment. Effective as of the Closing Time, Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks together with the goodwill of the business appurtenant thereto, and Assignee hereby purchases, accepts, and receives same from Assignor, to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the foregoing have or may be granted, as fully and entirely as the same would have been enjoyed by Assignor had this Trademark Assignment not been made.

3. Further Assurances. Assignor will, at the cost and expense of Assignee, do all lawful acts that are necessary for recording and perfecting Assignee's rights to any Assigned Trademarks. In addition, and without limiting and not in lieu of the preceding sentence, Assignor shall complete, at the cost and expense of Assignee, as soon as reasonably practicable after the Closing as agreed by the parties, any necessary re-execution and notarization, if any, and other procedural steps to be taken by Assignor to render trademark assignments suitable for filing in each jurisdiction in which such Assigned Trademarks have been filed or recorded. If the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document or instrument as stated above, the Assignor hereby irrevocably designates and appoints the Assignee, and its duly authorized officers and agents, as the Assignor's agent and attorney-in-fact to act for and on the Assignor's behalf and stead, to execute and file any such document or instrument and to take all such other actions necessary to vest ownership of the Assigned Trademarks in the Assignee or effect the other purposes stated above with the same legal force and effect as if executed by the Assignor. Without limiting the generality of the foregoing, the Assignor does hereby expressly agree that the Assignee may singly, and without assistance or consent from the Assignor, undertake

procedures to record the transfer of the Assigned Trademarks to the Assignee with the United States Patent and Trademark Office or other applicable agency or governmental entity and to terminate any powers of attorney previously granted by the Assignor with respect to the Assigned Trademarks.

4. Recordation. The Assignor hereby requests the U.S. Commissioners of Patents and Trademarks and/or the applicable state or foreign authorities to record this Trademark Assignment as to the Assigned Trademarks herein referred to.

5. Successors and Assigns. This Trademark Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6. Severability. If any provision of this Trademark Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Trademark Assignment will remain in full force and effect. Any provision of this Trademark Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7. Governing Law. This Trademark Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles that would require the application of any other Law.

8. Counterparts. This Trademark Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

9. Precedence. The Purchase Agreement shall take precedence over this Trademark Assignment. In the event of any difference, discrepancy or conflict between any term or condition in the Purchase Agreement and any term or condition in this Trademark Assignment, the terms and conditions of the Purchase Agreement shall prevail and govern.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective duly authorized officers.

**ASSIGNOR:**

**DURECT CORPORATION**

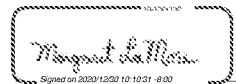
By:   
Signed on 2020/12/30 10:10:31 -8:00  
Name: James E. Brown  
Title: Chief Executive Officer

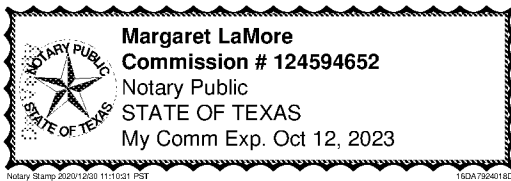
State of Texas §

County of Travis §

This instrument was acknowledged before me by means of an interactive two-way audio and video communication on December 30, 2020 by James E. Brown, Chief Executive Officer of Durect Corporation, a Delaware corporation, on behalf of said corporation. This notarial act was an online notarization.

Notary Seal

  
Signed on 2020/12/30 10:10:31 -8:00  
(Signature of Notary)



*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

*[Signature Page to Trademark Assignment]*

**TRADEMARK**

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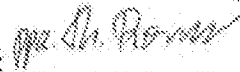
DocuVerify ID: 80DF137F-3BCA-4C45-96EF-1CBE828D3B85

IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Assignment Agreement as of the Effective Date.

Acknowledged by:

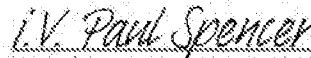
Assignee

EVONIK CORPORATION

By: 

Name: Dr. Thomas Riermeier

Title: Authorized Person

By: 

Name: Paul Spencer

Title: Authorized Person

*[Signature Page to Trademark Assignment Agreement]*

TRADEMARK

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