

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodward Pharma Services LLC		12/31/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Woodward Specialty LLC		
Street Address:	770 S. Adams Road, Suite 101		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	Limited Liability Company: PUERTO RICO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90686134	SELE-PAK	
Serial Number:	90686133	SELEPEN	
CORRESPONDENCE DATA			
Fax Number:	6167522500		
<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:	6167522479		
Email:	skeller@wnj.com		
Correspondent Name:	R. Scott Keller Warner Norcross + Judd		
Address Line 1:	150 Ottawa Avenue NW, Suite 1500		
Address Line 2:	1500 Warner Building		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
NAME OF SUBMITTER:	R. Scott Keller		
SIGNATURE:	/rsk/		
DATE SIGNED:	01/05/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made as of December 31, 2021 (the “**Effective Date**”), by and between WOODWARD PHARMA SERVICES LLC, a Michigan limited liability company (the “**Assignor**”), and WOODWARD SPECIALTY LLC, a Puerto Rican limited liability company (the “**Assignee**”).

WHEREAS, Assignor is the owner of the intellectual-property assets set forth in the Schedules attached hereto (collectively, the “**Intellectual Property Assets**”), and Assignor wishes to convey, transfer and assign to Assignee all intellectual property used in the business that it has created and/or developed;

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, grants, conveys and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following Intellectual Property Assets:

(a) the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignee 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 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.

2. Cooperation. Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Intellectual Property, or assist any third party in any of the foregoing. Assignor further waives any moral rights in the Intellectual Property.

3. Further Assurances. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action to register, evidence, perfect and/or exercise the rights conveyed hereunder, as may be requested

by Assignee. Assignor hereby grants to Assignee an irrevocable power of attorney with full power of substitution, to make all filings and recordings necessary, and to execute all documents required therefor, for the absolute vesting and perfecting of the assignment and transfer of the IP Assets to Assignee under the terms of this Assignment.

4. **Recordation and Further Actions**. Assignor hereby authorizes the U.S. Patent and Trademark Office, the U.S. Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment or a short-form version of the assignment upon request by Assignee, and Assignor must promptly execute and notarize any such short-form assignment that is consistent with this Assignment. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such 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 IP Assets to Assignee, or any assignee or successor thereto.

5. **Successors and Assigns**. All the terms, covenants, and conditions in this Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

6. **Counterparts**. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. **Governing Law**. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction)

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the date first written above.

Assignee:

WOODWARD SPECIALTY LLC

By: David Risk
Name: David Risk
Title: Authorized Signatory
Date: December 31, 2021

[Signature Page to Intellectual Property Assignment]

Assignor:

WOODWARD PHARMA SERVICES LLC

By: David Risk

Name: David Risk

Title: Authorized Signatory

Date: December 31, 2021

[Signature Page to Intellectual Property Assignment]

SCHEDULE 1

TRADEMARKS

Trademark	Serial or Registration No.	Filing Date	Registration Date
SELE-PAK	90686134	May 01, 2021	N/A (Pending)
SELEPEN	90686133	May 01, 2021	N/A (Pending)