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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM710994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TELIGENT, INC.		02/02/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PAI HOLDINGS, LLC		
Street Address:	1700 Perimeter Road		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29605		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5096017	CEFOTAN
Registration Number:	4998936	DERMISEB
Registration Number:	4998937	HYLAMIX
Registration Number:	0697028	NORFLEX
Registration Number:	6075227	NOVASOME
Serial Number:	88479772	NORFLEX
Serial Number:	88584097	TENSILON

CORRESPONDENCE DATA

Fax Number: 9735972400

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: 9735972500

Email: Istrademark@lowenstein.com

Correspondent Name: Matthew P. Hintz, Esq.
Address Line 1: One Lowenstein Drive

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	34170.13
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.
SIGNATURE:	/Matthew P. Hintz/

TRADEMARK REEL: 007644 FRAME: 0968 Total Attachments: 5
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TRADEMARK REEL: 007644 FRAME: 0969

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is executed as of February 2, 2022, by and between Teligent, Inc., a Delaware corporation ("Assignor") and PAI Holdings, LLC, a South Carolina limited liability company ("Assignee"). Assignor and Assignee may be referred to herein, individually, as a "Party" and, collectively, as the "Parties." Capitalized terms used but not defined in this Agreement have the meanings given such terms in the Asset Purchase Agreement.

WHEREAS, Assignor, certain affiliates of Assignor, and Assignee have entered into the Amended and Restated Asset Purchase Agreement dated as of January 18, 2022 (the "Asset Purchase Agreement"), which sets forth, among other things, the terms of the sale, conveyance, assignment, transfer and delivery from Assignor and its affiliates to Assignee of the Acquired Assets, and assignment and delegation from Assignor and its affiliates to Assignee of the Assumed Liabilities;

WHEREAS, the Acquired Assets include certain registered Marks and applications for registration of Marks owned by Assignor, as set forth on <u>Schedule 1</u> attached hereto (the "<u>Acquired Trademarks</u>"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, assign, transfer and convey to Assignee all of Assignor's right, title, and interest in and to the Acquired Trademarks.

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

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ASSIGNMENT AND ASSUMPTION

- Agreement and the Sale Order, and for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, effective as of the Closing, all of Assignor's right, title and interest in, to and under the Acquired Trademarks, including that part of the good will of Assignor's business connected with the use of and symbolized by the Acquired Trademarks, free and clear of all Encumbrances other than Permitted Encumbrances, as contemplated by Section 1.1 of the Asset Purchase Agreement.
- 1.2. <u>Assumption</u>. In accordance with and subject to the provisions of the Asset Purchase Agreement and this Agreement, Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of Assignor's right, title and interest in, to and under the Acquired Trademarks.
- 1.3. <u>Recordation</u>. The Parties agree to reasonably cooperate with each other with respect to preparing instruments to record Assignee as the owner of the Acquired Trademarks in the United

TRADEMARK REEL: 007644 FRAME: 0970 States Patent and Trademark Office and any applicable non-U.S. Governmental Body or registrar, in each case in form and substance reasonably acceptable to the Parties and in accordance with the applicable Laws of the jurisdiction to which such instrument pertains.

- 1.4. Excluded Assets. Assignor does not, and in no event shall Assignor be deemed to, sell, transfer, assign, convey or deliver, and Assignor does hereby retain, all right, title and interest to, in and under the Excluded Assets, as provided in Section 1.2 of the Asset Purchase Agreement.
- 1.5. Incorporation By Reference. The terms set forth in Section 10.3 (Notices), Section 10.4 (Assignment), Section 10.5 (Amendment and Waiver), Section 10.6 (Third Party Beneficiaries), Section 10.7 (Non-Recourse), Section 10.8 (Severability), Section 10.9 (Construction), Section 10.13 (Jurisdiction and Exclusive Venue), Section 10.14 (Governing Law; Waiver of Jury Trial), and Section 10.15 (Counterparts and PDF) of the Asset Purchase Agreement are incorporated by reference herein, except that, as applicable, any and all references to "this Agreement" shall mean and refer to this Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment Agreement to be effective as of the Closing.

ASSIGNOR:

TELIGENT, INC.

By:

Vadimir kayarov

Name:

Vladimir Kasparov

Title: (

Chief Restructuring Officer

ASSIGNEE:

PAI HOLDINGS, LLC

Title: GEO

SCHEDULE 1

ACQUIRED TRADEMARKS

Trademarks

Owner	Mark	Jurisdiction	Class	Serial No.	Reg. No.
Teligent, Inc. (DELAWARE CORP.)	CEFOTAN	United States (Federal)	5	86441285	5096017
Teligent, Inc. (DELAWARE CORP.)	DERMISEB	United States (Federal)	3, 5	86405435	499 8 936
Teligent, Inc. (DELAWARE CORP.)	HYLAMIX	United States (Federal)	3, 5	86405450	4998937
Teligent, Inc. (DELAWARE CORP.)	NORFLEX	United States (Federal)	5	72084095	697028
Teligent, Inc. (DELAWARE CORP.)	NOVASOME	United States (Federal)	1	87179977	6075227

Trademark Applications

Owner	Mark	Jurisdiction United States (Federal)	Class	Application No.
Teligent, Inc.	NORFLEX		5	88479772
Teligent, Inc. (DELAWARE CORP.)	TENSILON	United States (Federal)	5	88584097

TRADEMARK REEL: 007644 FRAME: 0974

RECORDED: 02/28/2022