

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716643

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Akorn Operating Company LLC		03/08/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thea Pharma Inc.		
<b>Street Address:</b>	420 Bedford St.		
<b>Internal Address:</b>	Suite 150		
<b>City:</b>	Lexington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02420		
<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>	1961729	BETIMOL	
<b>Registration Number:</b>	3631872	AKTEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Rami Sherman		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Rami Sherman-77976.0032		
<b>NAME OF SUBMITTER:</b>	Rami Sherman		
<b>SIGNATURE:</b>	/Rami Sherman/		
<b>DATE SIGNED:</b>	03/24/2022		
<b>Total Attachments: 5</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

**March 8, 2022**

WHEREAS, Akorn Operating Company LLC, a Delaware limited liability company (“Seller”), Thea Pharma Inc., a Delaware corporation (“Buyer”) and, solely for purposes of Section 12.06, Laboratoires Théa SAS, a French *societe par actions simplifée*, are parties to that certain Asset Purchase Agreement dated as of January 27, 2022 (the “Asset Purchase Agreement”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller is assigning and transferring the Transferred Owned Intellectual Property Rights (as such term is defined in the Asset Purchase Agreement) to Buyer, effective as of the date hereof (the “Effective Date”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns, grants, transfers and conveys (and agrees to assign, grant, transfer and convey) to Buyer, its successors and assigns all of its right, title and interest throughout the world in and to the Transferred Owned Intellectual Property Rights (including, as applicable, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all of its other rights in the Transferred Owned Intellectual Property Rights that may now or hereafter be vested) including the trademarks and patent specifically listed on Exhibit A, together with all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing hereafter accrued (including, without limitation, the rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for infringements or other violations of its rights in the Transferred Owned Intellectual Property Rights; to settle and retain proceeds from any such actions; and to collect past and future royalties and other payments under, on account of or in relation to the Transferred Owned Intellectual Property Rights).

Seller also agrees to promptly execute and deliver any written instruments, and extend any other cooperation and perform any other acts as may be necessary, in the reasonable opinion of Buyer, to effect completely the consummation of the transactions contemplated hereby, including to register (or, supplement or amend the registration of) a copyright, trademark, or domain name registration, obtain (or, supplement or amend) a patent, inventor assignment, or otherwise enforce Buyer’s rights in the Transferred Owned Intellectual Property Rights all of the foregoing at Buyer’s sole cost and expense (other than with respect to costs and expenses relating to releasing certain security interests in existence as of the Effective Date which shall be borne solely by Seller); and Seller hereby irrevocably appoints Buyer and any of its officers as Seller’s attorney-in-fact to undertake such acts in Seller’s name, and hereby authorizes Buyer to execute a Power of Attorney form on its behalf for use in any jurisdiction in which Buyer may wish to have this Assignment Agreement (defined below) registered or recorded, solely for the purposes of undertaking the foregoing acts and allowing Buyer to have such assignment registered or recorded with the applicable government authorities.

This Assignment of Intellectual Property Rights (this “Assignment Agreement”), together with the Asset Purchase Agreement and the other Ancillary Agreements (as such term is defined

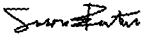
in the Asset Purchase Agreement) (and all exhibits, schedules and annexes hereto and thereto) contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, Seller and Buyer have caused this Assignment Agreement to be duly executed as of the Effective Date by their respective officers thereunto duly authorized.

**BUYER:**

**THEA PHARMA INC.**

By:   
Name: Susan Benton  
Title: General Manager

**SELLER:**

**AKORN OPERATING COMPANY LLC**

DocuSigned by:

By:

*Doug Boothe*

Name: Douglas S. Boothe

Title: President & CEO

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS]

**TRADEMARK**  
**REEL: 007670 FRAME: 0833**

**Exhibit A**

**Trade marks**

#	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1	BETIMOL	USA	79128616	15-Feb-2013	4442019 IR No. 728498A	03-Dec-2013	Akorn Operating Company LLC
2	BETIMOL	USA	74628335	01-Feb-1995	1961729	12-Mar-1996	Akorn Operating Company LLC
3	AKTEN	USA	77012922	03-Oct-2006	3631872	02-Jun-2009	Akorn Operating Company LLC

**Patent**

#	Title	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1	AQUEOUS GEL FORMULATION AND METHOD FOR INDUCING TOPICAL ANESTHESIA	USA	13/961,453	07-Aug-2013	8,759,401	24-Jun-2014	Akorn Operating Company LLC