# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM727503

| SUBMISSION TYPE: NEW       | NEW ASSIGNMENT                                 |  |
|----------------------------|--|--|
| NATURE OF CONVEYANCE: ASSI | GNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |

## **CONVEYING PARTY DATA**

| Name                                | Formerly | Execution Date | Entity Type                          |
|-------------------------------------|----------|----------------|--------------------------------------|
| PERRIGO PHARMA<br>INTERNATIONAL DAC |          | 05/04/2022     | Designated Activity Company: IRELAND |

## **RECEIVING PARTY DATA**

| Name:           | L. Perrigo Company    |
|-----------------|-----------------------|
| Street Address: | 515 Eastern Avenue    |
| City:           | Allegan               |
| State/Country:  | MICHIGAN              |
| Postal Code:    | 49010                 |
| Entity Type:    | Corporation: MICHIGAN |

## **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 5589855 |           |

# CORRESPONDENCE DATA

Fax Number: 2485668365

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: (248) 566-8364

trademark@honigman.com Email:

**Correspondent Name:** Nivita Beri

39400 Woodward Avenue, Suite 101 Address Line 1: Address Line 4: Bloomfield Hills, MICHIGAN 48304

| ATTORNEY DOCKET NUMBER: | 200407-491619 |
|-------------------------|---------------|
| NAME OF SUBMITTER:      | Nivta Beri    |
| SIGNATURE:              | /Nivita Beri/ |
| DATE SIGNED:            | 05/12/2022    |

## **Total Attachments: 4**

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**TRADEMARK** 

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# TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), is effective as of day of 2022 between Perrigo Pharma International DAC, an Irish Designated Activity Company, of The Sharp Building, Hogan Place, Dublin 2, Dublin, Ireland D02 TY74 ("Assignor"), and L. Perrigo Company, a Michigan corporation, of 515 Eastern Avenue, Allegan, Michigan 49010 U.S.A. ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

### RECITALS:

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the trademark assets owned by Assignor; and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all trademark assets owned by Assignor as set forth below.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Marks. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names, trade dress, and all applications therefore that are used in connection with Assignor's business (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in Exhibit A, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.
- 2. <u>Rights</u>. The foregoing assignment includes the right to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
- 3. <u>Further Assurances</u>. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks assigned herein.
- 4. <u>Indemnification of Assignee</u>. Assignor agrees to indemnify and defend Assignee and save and hold it harmless against and pay on behalf of or reimburse the Assignee all reasonable attorneys' fees and costs incurred by Assignee arising from or relating to any claim brought against Assignee relating to the use of the Marks prior to the Effective Date of this Assignment.

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- 5. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.
- 6. <u>Counterparts.</u> This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 7. <u>Facsimile Signatures</u>. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.
- 8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan USA (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).
- 9. <u>Amendment</u>. This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[The remainder of this page intentionally left blank, signatures follow on the next page.]

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IN WITNESS WHEREOF, each of the Parties has caused this Trademark Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

| ASSIGNOR:  | ASSIGNEE:   |
|--|---|
| Perrigo Pharma International DAC  By:  Name:Susan A. Fyun  Title: ASSF General Counsel | L. Perrigo Company  By:  Name: Susan A- Fyan  Title: Asst Cenara Counse |
| UNITED STATES OF AMERICA   | UNITED STATES OF AMERICA STATE OF: Horda                                |
| Sworn and subscribed before me this  | Sworn and subscribed before me this  day of                             |

# EXHIBIT A

| Country                  | Trademark     | App. No./Reg. No.  | Owner                               |
|--------------------------|---------------|--------------------|-------------------------------------|
| United States of America | Prevacid Logo | Reg. No. 5,589,855 | Perrigo Pharma<br>International DAC |
|                          |               |                    |                                     |

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**RECORDED: 05/12/2022** 

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