

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744580

| | |
|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900698470 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|---|
| THE PROACTIV COMPANY SÀRL | | 02/28/2022 | SOCIÉTÉ À RESPONSABILITÉ LIMITÉE: SWITZERLAND |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------------------|
| Name: | Taro Pharmaceuticals U.S.A., Inc. |
| Street Address: | 3 Skyline Drive |
| City: | Hawthorne |
| State/Country: | NEW YORK |
| Postal Code: | 10532 |
| Entity Type: | Corporation: NEW YORK |

PROPERTY NUMBERS Total: 29

| Property Type | Number | Word Mark |
|----------------|----------|---------------------------------|
| Serial Number: | 90540760 | ALCHEMEE |
| Serial Number: | 90452920 | ALL CLEAR |
| Serial Number: | 75419166 | CLEAR ZONE |
| Serial Number: | 78415365 | CLEAR ZONE |
| Serial Number: | 90448333 | CLEARZONE |
| Serial Number: | 76127389 | COMBINATION THERAPY |
| Serial Number: | 76222612 | DAILY PROTECTION PLUS SUNSCREEN |
| Serial Number: | 90578766 | HABITALITY |
| Serial Number: | 90448053 | IN DEFENSE OF SKIN |
| Serial Number: | 88438762 | LOW EFFORT HIGH IMPACT |
| Serial Number: | 75030729 | MINI MAINTENANCE SYSTEM |
| Serial Number: | 74208088 | PROACTIV |
| Serial Number: | 74586544 | PROACTIV |
| Serial Number: | 75682121 | PROACTIV |
| Serial Number: | 90555409 | PROACTIV IO |
| Serial Number: | 90557323 | PROACTIV IO |
| Serial Number: | 85573477 | PROACTIV MD |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------------|
| Serial Number: | 90555699 | PROACTIV PLUS |
| Serial Number: | 78253081 | PROACTIV SOLUTION |
| Serial Number: | 85394302 | PROACTIV+ |
| Serial Number: | 87827983 | PROACTIVME |
| Serial Number: | 90453041 | RESTORATIVE ELEMENTS |
| Serial Number: | 77045995 | SECRET BLEND |
| Serial Number: | 90447154 | SMART TARGET |
| Serial Number: | 87257922 | THE MEDICATED DIFFERENCE |
| Serial Number: | 85174311 | VITACLEAR |
| Serial Number: | 86679633 | WE'RE HERE TO GET YOU CLEAR |
| Serial Number: | 85286367 | X-OUT |
| Serial Number: | 76245480 | ZITS HAPPEN |

CORRESPONDENCE DATA

Fax Number: 2157012273

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: 2156657273

Email: cmiller@cozen.com

Correspondent Name: Camille M. Miller

Address Line 1: 1650 Market Street, Suite 2800

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: TARO/00501134

NAME OF SUBMITTER: Camille M. Miller

SIGNATURE: /Camille M. Miller/

DATE SIGNED: 07/29/2022

Total Attachments: 21

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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of February 28, 2022 (the "Agreement Date"), by **The Proactiv Company Sarl**, a Société à Responsabilité Limitée incorporated under the laws of Switzerland ("TPC Sarl" or "Assignor"), and **Taro Pharmaceuticals U.S.A., Inc.**, a corporation incorporated under the laws of New York ("Taro" or "Assignee") (each, a "Party," and, together with Assignor, the "Parties").

WITNESSETH:

WHEREAS, TPC Sarl has agreed to sell and transfer to Taro, and Taro has agreed to purchase from TPC Sarl the trademarks set forth on Schedule A attached hereto (the "Transferred Trademarks");

WHEREAS, TPC Sarl has agreed to sell and transfer to Taro, and Taro has agreed to purchase from TPC Sarl the copyrights set forth on Schedule B attached hereto (the "Transferred Copyrights");

WHEREAS, as of the Agreement Date, Assignor is the registered owner of the Transferred Trademarks and the Transferred Copyrights; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's rights, title and interests in and to the Transferred Trademarks and the Transferred Copyrights.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, on behalf of itself and its affiliates, hereby irrevocably assigns to Assignee all of its and their rights, title and interests in and to the Transferred Trademarks and the Transferred Copyrights together with all goodwill associated therewith, including all rights, privileges and advantages thereto, including, without limitation, the right to enforce and recover damages and obtain all other remedies in respect of past infringements thereof, absolutely for the full term of the Transferred Trademarks and Transferred Copyrights, respectively, and Assignee hereby accepts such assignment.

2. RECORDALS AND FURTHER ASSURANCE

2.1 Assignor hereby authorizes Assignee to record this Agreement with any relevant governmental authority so as to perfect its ownership of the Transferred Trademarks and Transferred Copyrights. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant governmental authority, to transfer all registrations and registration applications for the Transferred Trademarks to Assignee as assignee of all of Assignor's right, title and interest therein, in accordance with this Agreement, and to issue to Assignee all registrations that may issue with respect to any applications for intellectual property rights included in such Transferred Trademarks. Assignor hereby authorizes and requests the Register of Copyrights of the United States and other empowered officials of the United States Copyright Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant governmental authority, to transfer all registrations and registration applications for the Transferred Copyrights to Assignee as assignee of all of Assignor's right, title and interest therein, in accordance with this Agreement, and to issue to Assignee all registrations that may issue with respect to any applications for intellectual property rights included in such Transferred Copyrights.

2.2 From and after the Agreement Date, upon Assignee's reasonable request and costs and expense, Assignor shall cooperate with Assignee to (i) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney and any other documents or instruments, (ii) file or cause to be filed all filings with the appropriate governmental authorities and (iii) take or cause to be taken all actions as may be required to convey and transfer to and vest in Assignee and protect its rights, title and interests in, to and under all of the Transferred Trademarks and the Transferred Copyrights, and as otherwise may be appropriate to carry out the transactions contemplated by this Agreement; provided that, in each of the foregoing cases, when any such execution, delivery, filing or other action is necessitated by an inaccuracy in Schedule A or Schedule B or by the lack of ownership by Assignee of the Transferred Trademarks or Transferred Copyrights, the costs and expenses associated with such execution, delivery, filing or other action shall be borne solely by Assignor.

3. SEVERABILITY

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, then all other terms and other provisions of this Agreement will nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

4. AMENDMENT AND MODIFICATION

No amendment to or rescission, termination or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

5. NO WAIVER

The failure of any Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. No waiver shall be effective unless it has been given in writing and signed by the Party giving such waiver.

6. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which when executed will be deemed an original and all of which together will constitute one and the same instrument. The Parties agree that this Agreement will be legally binding upon the electronic transmission, including by facsimile or email, by each Party of a signed signature page to this Agreement to the other Party.

7. DISPUTE RESOLUTION

7.1 Any judicial proceeding brought against any of the Parties or any dispute arising out of this Agreement or related hereto may be brought in the courts of the State of Delaware, or in the United States District Court for the District of Delaware, and, by execution and delivery of this Agreement, each of the Parties accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. The foregoing consents to jurisdiction shall not constitute general consents to service of process in the State of Delaware for any purpose except as provided above and shall not be deemed to confer rights on any person, individual or entity other than the Parties. Each of the Parties agree that service of any process, summons, notice or document by U.S. mail to such Party's address for notice hereunder shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters for which it has submitted to jurisdiction pursuant to this Section 7.1.

7.2 EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION, PROCEEDING OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

8. THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of each Party and its respective affiliates, successors or permitted assigns. It is not the intention of the Parties to confer third

party beneficiary rights upon any other person, and this Agreement should not be deemed to confer upon any third party any remedy, claim, liability, reimbursement, proceedings or other right in excess of those existing without reference to this Agreement.

9. GOVERNING LAW

The rights and obligations of the parties shall be governed by, and this Agreement shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

TARO PHARMACEUTICALS U.S.A., INC.

DocuSigned by:



By: _____

Name: Uday Baldota

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007770 FRAME: 0750

THE PROACTIV COMPANY SÀRL

By: 
Name: Thomas Dättrich
Title: Director

[Signature Page to Trademark Assignment Agreement]

**AMENDMENT NO. 1 TO THE TRADEMARK
AND COPYRIGHT ASSIGNMENT AGREEMENT**

This Amendment No. 1 to the Trademark and Copyright Assignment Agreement (this “Amendment”), dated as of May 9, 2022, amends that certain Trademark and Copyright Assignment Agreement, dated as of February 28, 2022 (the “Agreement”), by and among **Galderma II Sàrl (f/k/a The Proactiv Company Sàrl)**, a Société à Responsabilité Limitée incorporated under the laws of Switzerland, and **Taro Pharmaceuticals U.S.A., Inc.**

Except as otherwise set forth in this Amendment, the terms and conditions of the Agreement remain unchanged and in full force and effect.

WITNESSETH:

WHEREAS, the parties hereto desire to amend the Agreement as set forth below in accordance with Section 4 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Amendment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. AGREEMENT

Schedule A to the Agreement shall be removed and replaced in its entirety by the Amended & Restated Schedule A to Trademark and Copyright Assignment Agreement set forth in Exhibit A to this Amendment.

2. COUNTERPARTS

This Amendment may be executed in two or more counterparts, each of which when executed will be deemed an original and all of which together will constitute one and the same instrument. The parties hereto agree that this Amendment will be legally binding upon the electronic transmission, including by facsimile or email, by each party hereto of a signed signature page to this Amendment to the other party hereto.


3. GOVERNING LAW

The rights and obligations of the parties hereto shall be governed by, and this Amendment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

[Remainder of page intentionally left blank; signature pages follow]



TARO PHARMACEUTICALS U.S.A., INC.

DocuSigned by:


By: _____
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Name: Uday Baldota

Title: Chief Executive Officer

**GALDERMA II SÀRL (F/K/A THE
PROACTIV COMPANY SÀRL)**

By: _____

Name: Thomas Dittrich

Title: Director

TARO PHARMACEUTICALS U.S.A., INC.


By: _____

Name: Uday Baldota

Title: Chief Executive Officer

**GALDERMA II SÀRL (F/K/A THE
PROACTIV COMPANY SÀRL)**

DocuSigned by:

By:  _____

Name: Thomas Dittrich

Title: Director