

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747354

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900690607 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Antares Pharma, Inc. | | 12/15/2021 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Otter Pharmaceuticals, LLC | | |
| Street Address: | 100 South Saunders | | |
| Internal Address: | Suite 300 | | |
| City: | Lake Forest | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60045 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85802703 | OTREXUP | |
| Serial Number: | 85788191 | OTREXUP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 3148128061 | | |
| Email: | tburgdorf@globalpatentgroup.com | | |
| Correspondent Name: | Tim Burgdorf | | |
| Address Line 1: | 2275 Cassens Drive | | |
| Address Line 2: | Suite 118 | | |
| Address Line 4: | Fenton, MISSOURI 63026-0000 | | |
| ATTORNEY DOCKET NUMBER: | ASSERT- OTREXUP | | |
| NAME OF SUBMITTER: | Tim Burgdorf | | |
| SIGNATURE: | /Tim Burgdorf/ | | |
| DATE SIGNED: | 08/10/2022 | | |
| Total Attachments: 5 | | | |

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of December 15, 2021 (“Effective Date”) by and between **Antares Pharma, Inc.**, a Delaware corporation (“Assignor”), and **Otter Pharmaceuticals, LLC**, a Delaware limited liability company (“Assignee”). The Assignor and Assignee may be collectively referred to herein as the “Parties”.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Otrexup® trademark, and all applications and registrations therefore, each as set forth on **Schedule A** attached hereto (collectively, the “Trademarks”); and

WHEREAS, Assignee is the successor to the portion of the ongoing and existing business to which the Trademarks pertain.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee, and Assignee hereby accepts the sale, conveyance, transfer, assignment and delivery of, Assignor’s right, title and interest in and to the Trademarks and the goodwill associated with the Trademarks, including without limitation any applications and registrations thereof, all common law and statutory rights therein, now or hereafter in effect, and any renewals and extensions thereof, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, fees, royalties or payments due or payable as of the Effective Date or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right and standing to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

SECTION 2. Recordation. Assignor hereby requests the Commissioner of Trademarks in the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.

SECTION 3. Further Assurances. From the date hereof until the one year anniversary of the date hereof, upon Assignee’s reasonable request in writing, and at Assignee’s sole cost and expense, Assignor shall take all reasonable further actions, and provide Assignee, Assignee’s successors, assigns or other legal representatives, such reasonable cooperation and assistance (including the execution and delivery of any necessary affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), as may be reasonably necessary to assist in the recordation or perfection of this Assignment.

SECTION 4. Subject to Purchase Agreement. This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 5. Severability/Assigns. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any invalid or unenforceable provision shall be modified to the extent necessary and a suitable and equitable provision shall be substituted therefore to allow for enforceability and to give effect to the original intent of the Parties to the extent possible. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

SECTION 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, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. 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.

SECTION 7. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Law provision or rule that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

* * * * *

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ANTARES PHARMA, INC.

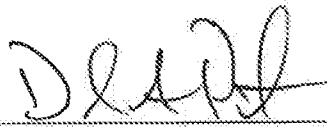
By: 
Name: Robert F. Apple
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.


OTTER PHARMACEUTICALS, LLC

By: 
Name: Dan Peisert
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
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SCHEDULE A

| | MARK | COUNTRY | REG. NO. / SERIAL NO. | OWNER OF RECORD |
|----|---|----------------------|---|--------------------------------|
| 1. | OTREXUP | UNITED STATES | Reg. No. 4988928 Ser. No. 85802703 | Antares Pharma Inc. |
| 2. |  | UNITED STATES | Reg. No. 5161291 Ser. No. 85788191 | Antares Pharma Inc. |