900715613 08/23/2022

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM750591

Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900703196	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eton Pharmaceuticals, Inc.		06/24/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Dr. Reddy's Laboratories S.A.	
Street Address:	eet Address: Elisabethenanlage 11	
City:	City: Basel	
State/Country:	SWITZERLAND	
Postal Code: 4051		
Entity Type:	ntity Type: Swiss Company: SWITZERLAND	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number:	90060774	REZIPRES	

CORRESPONDENCE DATA

Fax Number: 9086547866

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: 9086545000

Email: trademark@lernerdavid.com

Correspondent Name: PAUL H. KOCHANSKI

Address Line 1: Lerner, David, Littenberg, et al.

Address Line 2: 20 Commerce Drive

Address Line 4: Cranford, NEW JERSEY 07016

ATTORNEY DOCKET NUMBER: REDDYP.365

DOMESTIC REPRESENTATIVE

Name: PAUL H. KOCHANSKI

Address Line 1: Lerner, David, Littenberg, et al.

Address Line 2: 20 Commerce Drive

Address Line 4: Cranford, NEW JERSEY 07016

NAME OF SUBMITTER: THERESA R. WATTS

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SIGNATURE:	/Theresa R. Watts/	
DATE SIGNED:	08/23/2022	
Total Attachments: 4		
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "<u>Assignment Agreement</u>") is made this 24th day of June, 2022 (the "<u>Effective Date</u>"), by and between Eton Pharmaceuticals, Inc., a Delaware corporation ("<u>Assignor</u>"), with a place of business at 21925 Field Pkwy, Suite 235, Deer Park, Illinois 60010, USA and Dr. Reddy's Laboratories S.A., a Swiss company ("<u>Assignee</u>"), with a place of business at Elisabethenanlage 11, CH - 4051, Basel, Switzerland. Unless otherwise specifically provided herein, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 24, 2022 (as may be amended from time to time, the "<u>Asset Purchase Agreement</u>") by and among Assignor and Assignee, Assignor has agreed to assign to Assignee the trademarks described herein; and

WHEREAS, Assignor has adopted and is using the trademarks described in <u>Exhibit A</u>, attached hereto and made a part hereof (the "<u>Product Trademarks</u>"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee desires to purchase from Assignor, and Assignor has agreed to sell to Assignee, all right, title and interest in and to the Product Trademarks as of the Effective Date;

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

- 1. <u>Conveyance and Acceptance of Product Trademarks</u>. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignor hereby, irrevocably, without reservation, sells, transfers, grants, assigns and conveys to Assignee, free and clear of all Encumbrances other than the Permitted Encumbrances, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the Product Trademarks, together with the goodwill of the business associated with the Product Trademarks in the Territory, and any and all of Assignor's other rights, privileges, and priorities provided under applicable law with respect to the Product Trademarks.
- 2. <u>Due Authorization</u>. Assignor hereby authorizes and requests the Commissioner for Patents and Product Trademarks of the United States and any other official of any applicable governmental authority to record Assignee as the assignee and owner of the Product Trademarks, and to issue any and all registrations from any and all applications for registration included in the Product Trademarks in and to the name of Assignee.
- 3. <u>Further Assurances</u>. Assignor shall execute and deliver such additional documents, instruments, conveyances and assurances, prepared by Assignee, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment Agreement, including the recordation of this Agreement and perfection of Assignee's interest in and to the Product Trademarks in the Territory.
- 4. <u>Purchase Agreement Controls.</u> Nothing in this Assignment Agreement shall be deemed to supersede, diminish, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control.

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- 5. <u>Assignment; Governing Law; Jurisdiction</u>. This Assignment Agreement and the provisions herein contained shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns. The provisions of Section 8.08 (*Governing Law; Exclusive Jurisdiction*) of the Asset Purchase Agreement shall apply to this Assignment Agreement.
- 6. <u>Counterparts</u>. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Assignment Agreement 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 Agreement.

[Remainder of this page intentionally left blank. Signatures on following page.]

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives have executed this Assignment Agreement on the date first set above.

Eton Pharmaceuticals, Inc.

By: Stan Bryntlstn
Name: Sean Brynjelsen
Title: CEO

Dr. Reddy's Laboratories S.A.

By:
Name:
Title:

By:
Sameer Natu

Sameer Natu

Finance Head

By:
Samim Ahmed Ranju

Samim Samimed Ranju

Head of Legal & Compliance, Europe

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EXHIBIT A

Product Trademarks

Mark	Country	Serial Number	Filing Date	Notes
REZIPRES	USA	90/060,774	Jul 19, 2020	Statement of Use or
				extension due July 11, 2022

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RECORDED: 06/27/2022

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