

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VistaPharm, LLC		07/06/2022	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Azurity Pharmaceuticals, Inc.		
Street Address:	8 Cabot Road		
Internal Address:	Suite 2000		
City:	Woburn		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6634369	THYQUIDITY	
Serial Number:	90350942	THYQUIDITY (LEVOTHYROXINE SODIUM) ORAL S	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-493-9300		
Email:	ckahn@wsgr.com		
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	56652-734/ck9		
NAME OF SUBMITTER:	Ava R.M. Shelby		
SIGNATURE:	/Ava R.M. Shelby/		
DATE SIGNED:	08/15/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated as of July 6, 2022 (this “Assignment”) is by and between VistaPharm, LLC (“Assignor”) and Azurity Pharmaceuticals, Inc. (“Assignee”).

W I T N E S S E T H:

WHEREAS, Assignor, Vertice Pharma, LLC, Ares Capital Corporation and Assignee, have entered into an Asset Purchase Agreement, dated as of July 6, 2022 (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to sell or cause to be sold certain assets to Assignee, as more fully described in the Purchase Agreement and upon the terms and conditions set forth therein; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, the Transferred Trademarks that are listed on Schedule A.

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably and unconditionally grants, sells, conveys, assigns, transfers and delivers to Assignee all of Assignor’s right, title and interest in and to the Transferred Trademarks that are listed on Schedule A, including the goodwill associated therewith, together with all rights and remedies related to past, present and future infringement thereof and rights to protection of interests related thereto under all applicable laws; provided that, with respect to the United States intent-to-use trademark application set forth on Schedule A, the transfer of such application accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing. Assignor hereby authorizes the respective trademark office or Governmental Authority in each jurisdiction to issue any and all registrations or other governmental grants or issuances that may be granted upon any of the Transferred Trademarks that are listed on Schedule A in the name of Assignee, as the assignee to the entire interest therein. Assignor further consents to the recordation of this Assignment by Assignee with the respective trademark office or Governmental Authority in each jurisdiction.

3. No Modification of the Purchase Agreement. Nothing contained herein shall release Assignor or Assignee from any of their respective obligations under the Purchase Agreement or in any way supersede, enlarge, diminish, limit, amend or modify any of the representations, warranties, indemnities, covenants or agreements of such parties set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


4. General Provisions. Sections 1.02 (Other Definitional Provisions), 10.01 (Notices), 10.02 (Amendment; Waiver), 10.03 (Assignment), 10.06 (Parties in Interest), 10.07 (Expenses), 10.09 (Governing Law; Jurisdiction; No Jury Trial; Specific Performance), 10.10 (Counterparts), 10.11 (Headings) and 10.12 (Severability) and of the Purchase Agreement are each hereby incorporated by reference herein mutatis mutandis.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument
as of the date and year first written above.

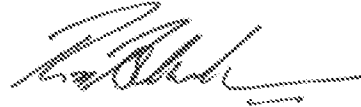
VISTAPHARM, LLC

By:


Name: BRANDON ROCKWELL
Title: Chief Operating Officer

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument as of the date and year first written above.

AZURITY PHARMACEUTICALS, INC.



By:

Name: Richard Blackburn
Title: CEO

Schedule A

Transferred Trademarks

- US Trademark Application Serial Number 90/350,942 for THYQUIDITY (LEVOTHYROXINE SODIUM) ORAL SOLUTION 100 MCG/5ML held by VistaPharm, LLC (f/k/a VistaPharm, Inc.) filed on December 1, 2020
- US Trademark Registration #6,634,369 for Thyquidity held by VistaPharm, LLC (f/k/a VistaPharm, Inc.) with a registration date of February 1, 2022