

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773862

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunovion Pharmaceuticals Inc.		12/13/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WOODWARD SPECIALTY LLC		
<b>Street Address:</b>	770 S. ADAMS ROAD, SUITE 101		
<b>City:</b>	BIRMINGHAM		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48009		
<b>Entity Type:</b>	Limited Liability Company: PUERTO RICO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5350716	LUNESTA	
<b>Registration Number:</b>	3133744	LUNESTA	
<b>Registration Number:</b>	5350718	LUNESTA	
<b>Registration Number:</b>	3187447	LUNESTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6167422500		
<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>			
<b>Phone:</b>	6167522479		
<b>Email:</b>	trademarks@wnj.com		
<b>Correspondent Name:</b>	R. Scott Keller Warner Norcross + Judd		
<b>Address Line 1:</b>	150 Ottawa Avenue NW, Suite 1500		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49503		
<b>NAME OF SUBMITTER:</b>	R. Scott Keller		
<b>SIGNATURE:</b>	/rsk/		
<b>DATE SIGNED:</b>	12/13/2022		
<b>Total Attachments: 7</b>			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Trademark Assignment") is effective as of December 13, 2022, by and between **Sunovion Pharmaceuticals Inc.**, a Delaware corporation with a business address at 84 Waterford Drive, Marlborough, MA 01752 ("Assignor"), and **WOODWARD SPECIALTY LLC**, a company organized in Puerto Rico ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), and in accordance with the Purchase Agreement, the Assignor and Assignee are hereby entering into this Trademark Assignment.

WHEREAS, Assignor is the owner of all right, title and interest in and to the following trademarks, together with the registrations thereof and all goodwill of the businesses in association with which these trademarks are used (collectively, the "Trademark Rights"):

<b>Trademark</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Jurisdiction</b>	<b>Owner</b>
LUNESTA	5350716	05-Dec-2017	United States	Sunovion Pharmaceuticals Inc.
LUNESTA	3133744	22-Aug-2006	United States	Sunovion Pharmaceuticals Inc.
LUNESTA and design	5350718	05-Dec-2017	United States	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl design	3187447	19-Dec-2006	United States	Sunovion Pharmaceuticals Inc.
<b>Ex-Territory Trademarks</b>				
LUNESTA	32572	16-Apr-2010	Belarus	Sunovion Pharmaceuticals Inc.
LUNESTA	66144	24-Jul-2008	Bulgaria	Sunovion Pharmaceuticals Inc.
LUNESTA	1238488	01-Jun-2007	Chile	Sunovion Pharmaceuticals Inc.
LUNESTA	340782	17-Aug-2007	Colombia	Sunovion Pharmaceuticals Inc.
LUNESTA	5454351	30-Aug-2007	European Union	Sunovion Pharmaceuticals Inc.
LUNESTA	300750230	31-Oct-2006	Hong Kong	Sunovion Pharmaceuticals Inc.

LUNESTA	IDM00017107 3	29-Jul-2008	Indonesia	Sunovion Pharmaceuticals Inc.
LUNESTA	235960	27-Feb-2007	Ireland	Sunovion Pharmaceuticals Inc.
LUNESTA	5235353	29-May-2009	Japan	Sunovion Pharmaceuticals Inc.
LUNESTA	740230	12-Mar-2008	Korea, Republic of	Sunovion Pharmaceuticals Inc.
LUNESTA	963271	23-Nov-2006	Mexico	Sunovion Pharmaceuticals Inc.
LUNESTA	124513	09-Feb-2007	Peru	Sunovion Pharmaceuticals Inc.
LUNESTA	82081	01-Nov-2006	Romania	Sunovion Pharmaceuticals Inc.
LUNESTA	353762	26-Jun-2008	Russian Federation	Sunovion Pharmaceuticals Inc.
LUNESTA	554080	10-Jan-2007	Switzerland	Sunovion Pharmaceuticals Inc.
LUNESTA	1274182	16-Aug-2007	Taiwan	Sunovion Pharmaceuticals Inc.
LUNESTA	267775	19-Sep-2007	Thailand	Sunovion Pharmaceuticals Inc.
LUNESTA	200651965	31-Oct-2006	Turkey	Sunovion Pharmaceuticals Inc.
LUNESTA	2447871	27-Feb-2007	United Kingdom	Sunovion Pharmaceuticals Inc.
LUNESTA	P281305	05-Sep-2009	Venezuela	Sunovion Pharmaceuticals Inc.
LUNESTA (filed in 2020)	518543	23-Jun-2022	Uruguay	Sunovion Pharmaceuticals Inc.
LUNESTA (in Japanese characters)	5346896	20-Aug-2010	Japan	Sunovion Pharmaceuticals Inc.

## EXECUTION VERSION

LUNESTA and swirl and logo design (black and white)	992047	11-Jul-2007	Mexico	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl and logo design (color)	992048	24-Oct-2006	Mexico	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl design	898627	28-Sep-2006	European Union	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl design	898627	28-Sep-2006	Japan	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl design	898627	28-Sep-2006	Madrid Protocol	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl design	992049	11-Jul-2007	Mexico	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl design with logo profile (black and white)	898626	28-Sep-2006	European Union	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl design with logo profile (black and white)	898626	28-Sep-2006	Japan	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl design with logo profile (black and white)	898626	28-Sep-2006	Madrid Protocol	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl design with logo profile (color)	898479	03-Oct-2006	European Union	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl design with logo profile (color)	898479	03-Oct-2006	Japan	Sunovion Pharmaceuticals Inc.
LUNESTA and swirl design with logo profile (color)	898479	03-Oct-2006	Madrid Protocol	Sunovion Pharmaceuticals Inc.

## EXECUTION VERSION

LUNESTA in Kana characters w/moon & star design	5566255	15-Mar-2013	Japan	Sunovion Pharmaceuticals Inc.
LUNESTA	UK00905454351	30-AUG-2007	United Kingdom	Sunovion Pharmaceuticals Inc.
LUNESTA	UK00800898627	03-SEP-2007	United Kingdom	Sunovion Pharmaceuticals Inc.
LUNESTA	UK00800898626	03-SEP-2007	United Kingdom	Sunovion Pharmaceuticals Inc.
LUNIVIA	32573	16-Apr-2010	Belarus	Sunovion Pharmaceuticals Inc.
LUNIVIA	3516600	07-Feb-2005	China	Sunovion Pharmaceuticals Inc.
LUNIVIA	296477	27-Apr-2004	Colombia	Sunovion Pharmaceuticals Inc.
LUNIVIA	3077088	23-Nov-2004	European Union	Sunovion Pharmaceuticals Inc.
LUNIVIA	300003040	06-Oct-2003	Hong Kong	Sunovion Pharmaceuticals Inc.
LUNIVIA	235997	12-Mar-2007	Ireland	Sunovion Pharmaceuticals Inc.
LUNIVIA	4692819	18-Jul-2003	Japan	Sunovion Pharmaceuticals Inc.
LUNIVIA	4007402310000	12-Mar-2008	Korea, Republic of	Sunovion Pharmaceuticals Inc.
LUNIVIA	809279	10-Oct-2003	Mexico	Sunovion Pharmaceuticals Inc.
LUNIVIA	P00093025	12-Nov-2003	Peru	Sunovion Pharmaceuticals Inc.
LUNIVIA	353833	27-Jun-2008	Russian Federation	Sunovion Pharmaceuticals Inc.

LUNIVIA	P-510653	22-May-2003	Switzerland	Sunovion Pharmaceuticals Inc.
LUNIVIA	1074103	01-Dec-2003	Taiwan	Sunovion Pharmaceuticals Inc.
LUNIVIA	KOR215802	24-Mar-2005	Thailand	Sunovion Pharmaceuticals Inc.
LUNIVIA	2449182	05-Oct-2007	United Kingdom	Sunovion Pharmaceuticals Inc.
LUNIVIA	UK009030770 88	23-Nov-2004	United Kingdom	Sunovion Pharmaceuticals Inc.
LUNIVIA	P264537	11-Nov-2005	Venezuela	Sunovion Pharmaceuticals Inc.

WHEREAS, Assignor desires to assign to Assignee all of its right, title, and interest in and to the Trademark Rights, and Assignee desires to acquire all such right, title and interest.

NOW, THEREFORE, for and in consideration of good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency whereof are hereby acknowledged, Assignor does hereby irrevocably sell, assign, convey and transfer unto Assignee, its successors and assigns, free and clear of any and all liens, restrictions, claims and encumbrances, Assignor's entire and exclusive right, title, and interest in and to the Trademark Rights together with all rights of registration, maintenance, and protection thereof in any form, all rights to income, royalties, damages and payments now due or hereafter due or payable in respect thereto, and all rights of recovery and of legal action for past, present, and/or future infringements and of oppositions, cancellations, and all other proceedings involving such Trademark Rights, which for clarity include all rights to collect damages for past infringement and settlements thereof. Notwithstanding the forgoing, the representations and warranties of Assignor set forth in the Purchase Agreement shall in no way be limited, extended, modified or amended by anything contained in this Trademark Assignment.

This Trademark Assignment shall be construed, interpreted and applied in accordance with the laws of the State of Delaware without regard to its conflicts of law principles.

Assignor agrees to execute all such other documents as may be reasonably needed to establish Assignee as the record owner of the Trademarks.

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

*[Remainder of this page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, each party has caused this Trademark Assignment to be executed as of the date first set forth above by its duly authorized representative.

Assignor: **Sunovion Pharmaceuticals Inc.**

By: \_\_\_\_\_

Name:

Title:

Assignee: **Woodward Specialty LLC**

By:  \_\_\_\_\_

Name: David Risk

Title: Authorized Signatory



IN WITNESS WHEREOF, each party has caused this Trademark Assignment to be executed as of the date first set forth above by its duly authorized representative.

Assignor: **Sunovion Pharmaceuticals Inc.**

By:   
Antony Loebel / Dec 8, 2022 21:44 PST  
Name: Antony Loebel  
Title: President & CEO

Assignee: **Woodward Specialty LLC**

By: \_\_\_\_\_  
Name:  
Title: