

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM774446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunovion Pharmaceuticals Inc.		10/18/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lupin Inc.		
Street Address:	400 Campus Drive		
City:	Somerset		
State/Country:	NEW JERSEY		
Postal Code:	08873		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3321338	BROVANA	
Registration Number:	3124312	XOPENEX HFA	
CORRESPONDENCE DATA			
Fax Number:	2122265085		
<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:	212-226-5054		
Email:	rlpowley@powleygibson.com		
Correspondent Name:	Robert L Powley		
Address Line 1:	60 Hudson Street		
Address Line 2:	RM 2203		
Address Line 4:	New York, NEW YORK 10013		
NAME OF SUBMITTER:	Robert L Powley		
SIGNATURE:	/RLP/		
DATE SIGNED:	12/15/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is effective as of November 1, 2022, by and between **Sunovion Pharmaceuticals Inc.**, a Delaware corporation with a business address at 84 Waterford Drive, Marlborough, MA 01752 ("Assignor"), and **Lupin Inc.**, a Delaware corporation with a business address at 400 Campus Drive, Somerset, NJ 08873 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated October 18, 2022 (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"):

NAME/IMAGE	US Registration No.	Registration Date	Status
BROVANA	3321338	October 23, 2007	Live
XOPENEX HFA	3124312	August 1, 2006	Live

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

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electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


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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: Antony Loebel

Title: President and Chief Executive Officer

Assignee:

Lupin Inc.

By: _____

Name: Emmanuel Obanu

Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 007922 FRAME: 0313**

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: Antony Loebel

Title: President and Chief Executive Officer

Assignee:

Lupin Inc.

DocuSigned by:

Emmanuel Obanu

By: _____
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Name: Emmanuel Obanu

Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Assignment]