

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM778915

|   |   |                       |                            |
|---|---|-----------------------|----------------------------|
| <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>         |
| Astrazeneca UK Limited  |   | 12/23/2022            | Company: ENGLAND AND WALES |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                            |
| <b>Name:</b>  | Grünenthal GmbH                                       |                       |                            |
| <b>Street Address:</b>  | Zieglerstrasse 6                                      |                       |                            |
| <b>City:</b>  | Aachen  |                       |                            |
| <b>State/Country:</b>   | GERMANY   |                       |                            |
| <b>Postal Code:</b>   | 52078   |                       |                            |
| <b>Entity Type:</b>   | Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY |                       |                            |
| <b>PROPERTY NUMBERS Total: 4</b>  |   |                       |                            |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                            |
| <b>Registration Number:</b>   | 2175295   | ZOMIG                 |                            |
| <b>Registration Number:</b>   | 4230153   |                       |                            |
| <b>Registration Number:</b>   | 3046719   | ZOMIG NASAL SPRAY     |                            |
| <b>Registration Number:</b>   | 3567615   | ZOMIG-ZMT             |                            |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                            |
| <b>Fax Number:</b>  |   |                       |                            |
| <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>   | 2128198200  |                       |                            |
| <b>Email:</b>   | trademarkdocket@whitecase.com                         |                       |                            |
| <b>Correspondent Name:</b>  | Alexander Reid  |                       |                            |
| <b>Address Line 1:</b>  | 1221 Avenue of the Americas                           |                       |                            |
| <b>Address Line 2:</b>  | White & Case LLP, Trademark Department                |                       |                            |
| <b>Address Line 4:</b>  | New York, NEW YORK 10020                              |                       |                            |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1180963-0006  |                       |                            |
| <b>DOMESTIC REPRESENTATIVE</b>  |   |                       |                            |
| <b>Name:</b>  | Alexander Reid  |                       |                            |
| <b>Address Line 1:</b>  | 1221 Avenue of the Americas                           |                       |                            |
| <b>Address Line 2:</b>  | White & Case LLP, Trademark Department                |                       |                            |

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|   |                |
|---|----------------|
| <b>Address Line 4:</b> New York, NEW YORK 10020   |                |
| <b>NAME OF SUBMITTER:</b>   | Alexander Reid |
| <b>SIGNATURE:</b>   | /ar/           |
| <b>DATE SIGNED:</b>   | 01/06/2023     |
| <b>Total Attachments: 7</b><br>source=ZOMIG_US_Trademark_Assignment (b&w)#page1.tif<br>source=ZOMIG_US_Trademark_Assignment (b&w)#page2.tif<br>source=ZOMIG_US_Trademark_Assignment (b&w)#page3.tif<br>source=ZOMIG_US_Trademark_Assignment (b&w)#page4.tif<br>source=ZOMIG_US_Trademark_Assignment (b&w)#page5.tif<br>source=ZOMIG_US_Trademark_Assignment (b&w)#page6.tif<br>source=ZOMIG_US_Trademark_Assignment (b&w)#page7.tif |                |

DATED 23 December 2022

ASTRAZENECA UK LIMITED

AND

GRÜNENTHAL GMBH

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US INTELLECTUAL PROPERTY ASSIGNMENT

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GREENBERG TRAUIG, LLP  
THE SHARD, LEVEL 8  
32 LONDON BRIDGE STREET  
LONDON SE1 9SG

US INTELLECTUAL PROPERTY ASSIGNMENT

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THIS ASSIGNMENT is dated *23. December* 2022 and made between:

- (1) **ASTRAZENECA UK LIMITED**, a company incorporated in England and Wales (registered number 3674842) whose registered office is at 1 Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge CB2 0AA, United Kingdom ("AZ UK"); and
- (2) **GRÜNENTHAL GMBH**, a company incorporated in Germany (registered number Aachen HRB 3546) whose registered office is at Zieglerstrasse 6, 52078 Aachen, Germany (the "Purchaser").

**BACKGROUND:**

- (A) AZ UK owns the US Intellectual Property (as defined below).
- (B) Pursuant to and for the consideration set out in the Asset Purchase Agreement (as defined below), AZ UK has agreed to assign the US Intellectual Property to the Purchaser on the terms and subject to the conditions set forth in this Assignment.

**IT IS AGREED that:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The definitions and rules of expression and interpretation in the Asset Purchase Agreement shall apply in this Assignment except where expressly stated to the contrary and in this Assignment the following expressions shall have the following meanings:

"**Asset Purchase Agreement**" means the Asset Purchase Agreement between the Seller, AZ UK and the Purchaser dated 7 June 2017 and relating to the sale of the Transferred Assets;

"**Intellectual Property**" means the Trade Marks, Patents, Registered Designs and any other Intellectual Property Rights (including copyright in the artwork or trade dress) relating exclusively to the Product in the Territory;

"**Trade Marks**" means the registered trade marks and applications therefor exclusively relating to the Product and listed in schedule 1, together with all unregistered rights in the trade marks and including rights to sue for passing off;

"**US Intellectual Property**" means the Intellectual Property to the extent it relates to the US Territory (but excluding the US Litigation Patents);

"**US Patent Litigations**" means the US Court proceedings in Impax Laboratories, et al. v. Lannett Holdings Inc., et al. (Civil Action No. 14-984-RGA (consolidated with Civil Action No. 14-999-RGA)) and Impax Laboratories, et al. v. Par Pharmaceutical, Inc. (Civil Action No. 16-856-RGA), and all claims, actions, disputes or proceedings comprised therein or related thereto; and

"**US Territory**" means the United States of America, the District of Columbia and the Commonwealth of Puerto Rico.

**2. ASSIGNMENT**

- 2.1 Pursuant to and for the consideration set out in clause 3 of the Asset Purchase Agreement, AZ UK hereby assigns to the Purchaser its right, title and interest in, to and under the US Intellectual Property together with all goodwill associated with the use of the US Intellectual Property, effective as of 31 December 2022.

- 2.2 This Assignment includes all rights and benefits relating to the US Intellectual Property including (without limitation) any right AZ UK may have to bring action and claim relief in respect of any infringement of the US Intellectual Property whether occurring before on or after the date of this Assignment.
- 2.3 AZ UK may, at the request and expense of the Purchaser, provide all reasonable assistance to the Purchaser, in connection with bringing or defending any proceedings in relation to the US Intellectual Property during a period of twelve (12) months from the date of this Assignment.
- 2.4 AZ UK agrees, at the request and expense of the Purchaser, to sign any documents and to do all other things which the Purchaser reasonably considers to be necessary to give effect to this Assignment as soon as reasonably practicable including to enable the Purchaser to fulfill all relevant national registry requirements for the recordal of the assignment of the Trade Marks in the relevant registries.

**3. GOVERNING LAW AND JURISDICTION**

**3.1 Governing law**

This Assignment and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature, including claims in tort or for breach of any statute or Applicable Laws) shall be governed by and construed in accordance with English law.

**3.2 Jurisdiction**


Each party irrevocably submits to the exclusive jurisdiction of the English courts to settle any dispute which may arise under or in connection with this Assignment or the legal relationships established by this Assignment.

**EXECUTION**

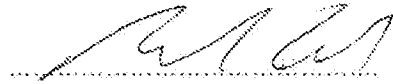
The parties have shown their acceptance of the terms of this Assignment by executing it at the end of the Schedule.

EXECUTION VERSION

SCHEDULE 1  
TRADE MARKS

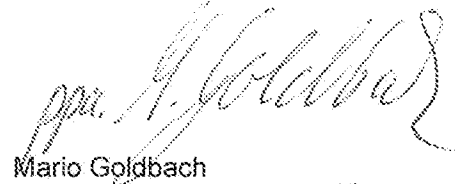
|                     |   |        |                          |                    |    |            |             |          |             |           |             |                        |
|---------------------|---|--------|--------------------------|--------------------|----|------------|-------------|----------|-------------|-----------|-------------|------------------------|
| ZOMIG               |   | Word   | United States of America | National Trademark | 05 | Registered | 22-Aug-1995 | 74719034 | 21-Jul-1998 | 2175295   | 21-Jul-2018 | AstraZeneca UK Limited |
| ZOMIG KEYSTONE LOGO |  | Device | United States of America | National Trademark | 05 | Registered | 21-Mar-2012 | 85576010 | 23-Oct-2012 | 4,230,153 | 23-Oct-2022 | AstraZeneca UK Limited |
| ZOMIG NASAL SPRAY   |   | Word   | United States of America | National Trademark | 05 | Registered | 16-Jul-2002 | 78144243 | 17-Jan-2006 | 3,046,719 | 17-Jan-2026 | AstraZeneca UK Limited |
| ZOMIG-ZMT           |   | Word   | United States of America | National Trademark | 05 | Registered | 25-Jun-2008 | 77507516 | 27-Jan-2009 | 3567615   | 27-Jan-2019 | AstraZeneca UK Limited |

SIGNED by Andrew Cook, Assistant General  
Counsel, IP, duly authorised for and on behalf of  
ASTRAZENECA UK LIMITED

)   
.....



SIGNED by Mario Goldbach, Head of )  
Group Accounting, and Dr. Florian Dehmel, )  
Head of Global Patents & Trademarks, duly )  
authorised for and on behalf of  
**GRÜNENTHAL GMBH**



Mario Goldbach



Dr. Florian Dehmel