

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOODWARD SPECIALTY LLC		01/06/2023	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W. WASHINGTON ST.		
Internal Address:	9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5350716	LUNESTA	
Registration Number:	3133744	LUNESTA	
Registration Number:	5350718	LUNESTA	
Registration Number:	3187447	LUNESTA	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	85486.007		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	01/06/2023		

CH \$115.00 5350716

Total Attachments: 8

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

January 6, 2023

WHEREAS, Woodward Specialty LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of July 2, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Alter Domus (US) LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has collaterally assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge and collaterally assign unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS ASSIGNMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT (I) AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND (II) TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.


This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but

Exh. B-1

all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

WOODWARD SPECIALTY LLC

By: 

Name: David Risk
Title: Operating Chairman

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Woodward Specialty LLC

Trademark	Registration #	Registration Date	Jurisdiction	Owner
LUNESTA	5350716	05-Dec-2017	United States	Woodward Specialty LLC
LUNESTA	3133744	22-Aug-2006	United States	Woodward Specialty LLC
LUNESTA and design	5350718	05-Dec-2017	United States	Woodward Specialty LLC
LUNESTA and swirl design	3187447	19-Dec-2006	United States	Woodward Specialty LLC
Ex-Territory Trademarks				
LUNESTA	32572	16-Apr-2010	Belarus	Woodward Specialty LLC
LUNESTA	66144	24-Jul-2008	Bulgaria	Woodward Specialty LLC
LUNESTA	1238488	01-Jun-2007	Chile	Woodward Specialty LLC
LUNESTA	340782	17-Aug-2007	Colombia	Woodward Specialty LLC
LUNESTA	5454351	30-Aug-2007	European Union	Woodward Specialty LLC
LUNESTA	300750230	31-Oct-2006	Hong Kong	Woodward Specialty LLC
LUNESTA	IDM00017107 3	29-Jul-2008	Indonesia	Woodward Specialty LLC

LUNESTA	235960	27-Feb-2007	Ireland	Woodward Specialty LLC
LUNESTA	5235353	29-May-2009	Japan	Woodward Specialty LLC
LUNESTA	740230	12-Mar-2008	Korea, Republic of	Woodward Specialty LLC
LUNESTA	963271	23-Nov-2006	Mexico	Woodward Specialty LLC
LUNESTA	124513	09-Feb-2007	Peru	Woodward Specialty LLC
LUNESTA	82081	01-Nov-2006	Romania	Woodward Specialty LLC
LUNESTA	353762	26-Jun-2008	Russian Federation	Woodward Specialty LLC
LUNESTA	554080	10-Jan-2007	Switzerland	Woodward Specialty LLC
LUNESTA	1274182	16-Aug-2007	Taiwan	Woodward Specialty LLC
LUNESTA	267775	19-Sep-2007	Thailand	Woodward Specialty LLC
LUNESTA	200651965	31-Oct-2006	Turkey	Woodward Specialty LLC
LUNESTA	2447871	27-Feb-2007	United Kingdom	Woodward Specialty LLC
LUNESTA	P281305	05-Sep-2009	Venezuela	Woodward Specialty LLC
LUNESTA (filed in 2020)	518543	23-Jun-2022	Uruguay	Woodward Specialty LLC
LUNESTA (in Japanese characters)	5346896	20-Aug-2010	Japan	Woodward Specialty LLC
LUNESTA and swirl and logo	992047	11-Jul-2007	Mexico	Woodward Specialty LLC

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

LUNESTA and swirl design with logo profile (color)	898479	03-Oct-2006	Japan	Woodward Specialty LLC
LUNESTA and swirl design with logo profile (color)	898479	03-Oct-2006	Madrid Protocol	Woodward Specialty LLC
LUNESTA in Kana characters w/moon & star design	5566255	15-Mar-2013	Japan	Woodward Specialty LLC
LUNESTA	UK009054543 51	30-AUG-2007	United Kingdom	Woodward Specialty LLC
LUNESTA	UK008008986 27	03-SEP-2007	United Kingdom	Woodward Specialty LLC
LUNESTA	UK008008986 26	03-SEP-2007	United Kingdom	Woodward Specialty LLC
LUNIVIA	32573	16-Apr-2010	Belarus	Woodward Specialty LLC
LUNIVIA	3516600	07-Feb-2005	China	Woodward Specialty LLC
LUNIVIA	296477	27-Apr-2004	Colombia	Woodward Specialty LLC
LUNIVIA	3077088	23-Nov-2004	European Union	Woodward Specialty LLC
LUNIVIA	300003040	06-Oct-2003	Hong Kong	Woodward Specialty LLC
LUNIVIA	235997	12-Mar-2007	Ireland	Woodward Specialty LLC
LUNIVIA	4692819	18-Jul-2003	Japan	Woodward Specialty LLC

LUNIVIA	400740231000 0	12-Mar-2008	Korea, Republic of	Woodward Specialty LLC
LUNIVIA	809279	10-Oct-2003	Mexico	Woodward Specialty LLC
LUNIVIA	P00093025	12-Nov-2003	Peru	Woodward Specialty LLC
LUNIVIA	353833	27-Jun-2008	Russian Federation	Woodward Specialty LLC
LUNIVIA	P-510653	22-May-2003	Switzerland	Woodward Specialty LLC
LUNIVIA	1074103	01-Dec-2003	Taiwan	Woodward Specialty LLC
LUNIVIA	KOR215802	24-Mar-2005	Thailand	Woodward Specialty LLC
LUNIVIA	2449182	05-Oct-2007	United Kingdom	Woodward Specialty LLC
LUNIVIA	UK009030770 88	23-Nov-2004	United Kingdom	Woodward Specialty LLC
LUNIVIA	P264537	11-Nov-2005	Venezuela	Woodward Specialty LLC