

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer HealthCare LLC		01/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Riley Consumer Care, LLC		
Street Address:	c/o Hildred Capital		
Internal Address:	745 Fifth Avenue, Suite 1701		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4150596		
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	29693.55		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz/		
DATE SIGNED:	03/07/2023		
Total Attachments: 7			
source=Bayer HealthCare LLC to Riley Consumer Care, LLC (TM Assignment for Reg. No. 4150596)#page1.tif			
source=Bayer HealthCare LLC to Riley Consumer Care, LLC (TM Assignment for Reg. No. 4150596)#page2.tif			

CH \$40.00 4150596

source=Bayer HealthCare LLC to Riley Consumer Care, LLC (TM Assignment for Reg. No. 4150596)#page3.tif
source=Bayer HealthCare LLC to Riley Consumer Care, LLC (TM Assignment for Reg. No. 4150596)#page4.tif
source=Bayer HealthCare LLC to Riley Consumer Care, LLC (TM Assignment for Reg. No. 4150596)#page5.tif
source=Bayer HealthCare LLC to Riley Consumer Care, LLC (TM Assignment for Reg. No. 4150596)#page6.tif
source=Bayer HealthCare LLC to Riley Consumer Care, LLC (TM Assignment for Reg. No. 4150596)#page7.tif

Trademark Transfer Agreement

Between

(1) **Bayer HealthCare LLC**, a limited liability company incorporated under the laws of Delaware, United States ("**Seller**")

and

(2) Riley Consumer Care, LLC, a limited liability company incorporated under the laws of Delaware, United States ("**Purchaser**"),

(Sellers and Purchaser the "**Parties**")

regarding the assignment of Trademarks relating to Seller's ZEGERID OTC® business in the United States of America and Puerto Rico

Recitals

- A. Seller and Purchaser have entered into an Asset Purchase Agreement dated December 31, 2021 ("**APA**") by which Seller agrees to sell and/or cause its respective affiliates to sell certain assets to Purchaser on the Closing Date (as defined in the APA, "**Closing Date**"); and
- B. Sellers are the registered owners of the Trademarks listed in Appendix 1 to this Trademark Assignment Agreement, together with all goodwill associated therewith ("**Trademarks**") as indicated therein; and
- C. Sellers herewith assign all of its rights, title, and interest in and to the Trademarks to Purchaser.
- E. Therefore, the Parties enter into the following Agreement:

1 Transfer of Trademarks

- 1.1 Sellers herewith, subject to the receipt by Seller of the Purchase Price in accordance with Sections 3.1 and 4.4(a)(viii) of the APA, absolutely assign and transfer to Purchaser or its nominated representative any and all exclusive proprietary rights, title and interest in and to the Trademarks, Purchaser hereby accepts this transfer and assignment. This transfer and assignment also include the right to sue for and to recover damages and other remedies in respect of any infringement of or acts of passing off with respect to the Trademarks which may have occurred before the date of this Agreement.
- 1.2 Sellers shall deliver to Purchaser or its nominated representative all records and (paper and electronic) files relating to the administration of the Trademarks which are currently in Sellers' possession, as soon as reasonably practicable after the date hereof but within three (3) months after the date hereof at the latest.

2 Recordation of Trademark Transfer

- 2.1 As soon as reasonably practicable after the date hereof but within three (3) months after the date hereof at the latest, Purchaser shall initiate and perform the registration of the transfer of the Trademarks in the respective Trademark Registers (including the preparation, execution and filing of all documents and performance of all acts necessary in this connection). At the same time Purchaser will provide for a change of the address of correspondence for the Trademarks in the Trademark Registers. All related costs shall be borne by Purchaser. Sellers shall on Purchaser's request and at Purchaser's expense, do and execute or arrange for the doing and execution of all acts, deeds and documents reasonably necessary for the registration of the transfer of the Trademarks if such request was made within a period of three (3) months after the date hereof.
- 2.2 After the date hereof, Sellers shall hold the Trademarks as nominee and trustee for and on behalf of Purchaser and shall use its reasonable endeavors (subject to reimbursement of its out of pocket costs by Purchaser) to maintain the Trademarks until the transfer of the Trademarks is recorded but for no longer than twelve (12) months after the date hereof (the "Maintenance Period"). Thereafter, Sellers shall only be obliged to take action in order to maintain and renew the Trademarks on the explicit instruction and costs of Purchaser and if the documents required for the transfer of the Trademarks have been filed at the respective Trademark Office within three (3) months after the date hereof as set forth in Section 2.1 of this Agreement. If a third party initiates proceedings within the Maintenance Period challenging the validity of the Trademarks or opposing the registration of a pending application, Sellers shall provide to Purchaser (at Purchaser's sole costs and expense) all assistance reasonably necessary in order to defend the Trademarks.
- 2.5 If Sellers are unable to fulfil the transfer of any of the Trademarks, Sellers undertake to grant to Purchaser a royalty-free, perpetual, irrevocable and exclusive license to use any of such Trademarks in the relevant territory.

3 Validity of the Trademarks

- 3.1 Any warranty or liability of Sellers for the validity of the Trademarks and for any defects in title shall be exclusively governed by the provisions of the APA.
- 3.2 The Purchaser has been fully informed of the registration situation, of the past use of the Trademarks and of the products distributed under the Trademarks.

4 Miscellaneous

- 4.1 All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the APA.
- 4.2 Sellers and Purchaser agree to amend the form of this assignment as they shall be reasonably advised by local trademark agents of repute or as it may be required to comply with local law or practice.
- 4.4 As regards the governing law and jurisdiction, the rules of the APA shall apply accordingly.
- 4.4 In the event that one or more provisions of this Agreement shall or shall deem to be invalid or unenforceable, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby. In such case, the Parties hereto agree to recognize and give effect to such valid enforceable provision or provisions which correspond as closely as possible with the commercial intent of the Parties. The same applies, *mutatis mutandis*, to any omission in this Agreement.
- 4.5 This Agreement is executed in 2 copies and shall take effect upon signature of this Agreement by all Parties unless the Parties have agreed otherwise in the APA.

[Signature Page Follows]

Date: January 31, 2022

Bayer HealthCare LLC

Jeremy R. Jessen

Name: Jeremy R. Jessen

Title: General Counsel, Consumer Health

Date: January __, 2022

Riley Consumer Care, LLC

Name:

Title:

Date: January ____, 2022

Bayer HealthCare LLC

Name:

Title:

Date: January 31, 2022

Riley Consumer Care, LLC

DocuSigned by:

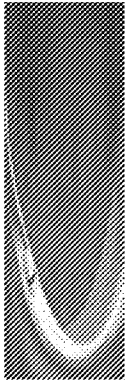
David Solomon

D3B9588FE5T54C1...

Name: David Solomon

Title: President & CEO

Appendix 1: List of Trademarks

Internal Name	Trademark	Class	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Registered Owner
ZEGERID (logo, colored, version 1)		05	USA	77/931363	09.02.2010	4150596	29.05.2012	Bayer HealthCare LLC, United States of America