

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAYER HEALTHCARE LLC		04/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wellspring Pharmaceutical Corporation		
Street Address:	5911 N. Honore Avenue		
Internal Address:	Suite 211		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34243		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6403540	A+D	
Registration Number:	3326818	A+D	
Registration Number:	2547314	A+D	
Registration Number:	2104260	A + D	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Amy Montoya		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Amy Montoya 18866.0072		
NAME OF SUBMITTER:	Amy Montoya		
SIGNATURE:	/Amy Montoya/		
DATE SIGNED:	04/03/2023		

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Total Attachments: 9

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Trademark Assignment Agreement

between

Bayer Healthcare LLC

and

Wellspring Pharmaceutical Corporation

dated April 3, 2023

Trademark Assignment Agreement

This trademark assignment agreement (the "**Agreement**") is entered into on this 3rd day of April 2023 by and between

(1) Bayer Healthcare LLC, a limited liability company incorporated under the laws of the State of Delaware, having its registered office at 100 Bayer Boulevard, Whippany, NJ 07981, USA ("**Seller**"),

and

(2) Wellspring Pharmaceutical Corporation, a corporation incorporated under the laws of Delaware, having its principal place of business at 5911 N. Honore Avenue, Suite 211, Sarasota, FL 34243, USA ("**Purchaser**").

Seller and Purchaser are hereinafter individually also referred to as a "Party" and jointly as the "Parties".

Recitals

- A. Today, Seller and Purchaser have entered into an Asset Purchase Agreement ("**APA**") by which Seller has agreed to sell and/or cause its respective affiliates to sell certain assets to Purchaser and its Affiliates on the date hereof (the "**Closing Date**");
- B. Seller is the registered owner of the trademarks listed in Appendix 1 to this Agreement ("**Trademarks**").
- C. In fulfillment of its obligations under the APA, Seller wishes to assign all of its rights, title, and interest in and to the Trademarks to Purchaser.
- D. Any capitalized terms not defined in this Agreement shall have the same meaning as ascribed to them in the APA.

Therefore, the Parties agree as follows:

1. Transfer of Trademarks

- 1.1 Seller hereby, subject to the receipt of the Purchase Price less the Sold Inventory Value in accordance with Section 3.2 and 3.5 of the APA, absolutely assigns and transfers to Purchaser all right, title and interest in and to the Trademarks, including all the goodwill associated therewith. Purchaser hereby accepts this transfer and assignment. The transfer and assignment under this Agreement shall take effect upon signature of this Agreement by the Parties. 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 Seller shall deliver to Purchaser all records and files relating to the Trademarks which are currently in Seller's or its Affiliates' possession as soon as reasonably practicable after the Closing Date.

2. Recordation of Trademark Transfer

- 2.1 As soon as reasonably practicable after the Closing Date, but within three (3) months after the Closing Date at the latest, Purchaser shall initiate and perform the registration of the transfer of the Trademarks in the respective official 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. Seller, upon Purchaser's request, shall provide reasonable assistance to Purchaser to complete, perfect or record the assignment or transfer to vest all of such Seller's rights, title and interests in and to the Trademarks and goodwill, if any, to Purchaser, including cooperation in executing appropriate documents reasonably requested by Purchaser to complete formalities for perfecting the assignment of each and all Trademarks and recordation of such assignment of the Trademarks with appropriate governmental authorities in individual countries and jurisdictions within a

commercially reasonable time following the written request by Purchaser. The Parties acknowledge, agree, and understand that further forms of assignment may be required to be executed for complying with applicable local laws. Purchaser shall be responsible for preparing and delivering any such further forms to Seller for execution within three (3) months after the Closing Date.

- 2.2 All reasonable out-of-pocket fees, expenses and other costs of Seller associated with the foregoing, including, without limitation, all legalization, certification and notarization costs and all reasonable attorneys' fees shall be borne by Purchaser. Purchaser shall reimburse Seller for such fees, expenses and other costs incurred by Seller promptly following receipt of a written request for reimbursement (including reasonable supporting documentation for such fees, expenses and other costs). Purchaser shall be responsible for, and shall promptly pay, all reasonable out-of-pocket expenses of Seller related to the maintenance of the Trademarks with respect to the period beginning on and after the Closing Date. During the period ending six (6) months after the Closing Date, in the event any of the Trademarks, as the case may be, come up for renewal before the change of ownership has been effectively recorded, Seller shall, at the written request and expense of Purchaser, assist the Purchaser in carrying out the necessary renewal formalities. If Seller receives after the Closing Date any bills or invoices for out-of-pocket expenses related to the maintenance of the Trademarks after the Closing Date, Seller shall promptly forward such bills or invoices to the Purchaser for prompt payment by Purchaser. As of the Closing Date, Seller

shall no longer be responsible for further actions or payment of out-of-pocket fees, expenses, or other costs with respect to the Trademarks.

- 2.3 If Seller is unable to fulfil the transfer of any of the Trademarks, Seller undertakes to grant to Purchaser a royalty-free, perpetual, irrevocable and exclusive license to use any of such Trademarks in the relevant territory.

3. Validity, Enforceability and Use of the Trademarks

- 3.1 Any representation, warranty, or liability of Seller including but not limited to the validity and enforceability of the Trademarks and any defects in title shall be exclusively governed by the provisions of the APA.
- 3.2 Seller has fully informed the Purchaser of the registration situation, of the past use and non-use of the Trademarks and of the products distributed under the Trademarks. The Purchaser is aware that use of the Trademark was in close association with the name Bayer and the Bayer logo (i.e., the Retained Seller Designations). Purchaser shall not use the Retained Seller Designations, third party names, trademarks, or logos in conjunction with the Trademarks which could be confused with any of the Retained Seller Designations other than as provided for under Section 7.3 of the APA.

4. Miscellaneous

- 4.1 The Parties 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.
- 4.2 As regards the governing law and jurisdiction, the rules of the APA shall apply accordingly.
- 4.3 Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent permitted under Law, comes as close as

possible to the intent and purpose of the invalid or unenforceable provision. The same shall apply: (i) if the Parties have, unintentionally, failed to address a certain matter in this Agreement (*Regelungslücke*); in this case a suitable and equitable provision shall be deemed to have been agreed upon which comes as close as possible to what the Parties, in the light of the intent and purpose of this Agreement, would have agreed upon if they had considered the matter; or (ii) if any provision of this Agreement is invalid because of the scope of any time period or performance stipulated herein; in this case a time period or performance, as applicable, that is permitted under Law shall be deemed to have been agreed which comes as close as possible to the stipulated time period or performance.

[Signature page to follow]

Bayer HealthCare LLC

Jeremy Jessen

Name: Jeremy Jessen

Title: General Counsel, CH

Date: April 3, 2023

Wellspring Pharmaceutical Corporation

DocuSigned by:

Chris Brown

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Name: Chris Brown

Title: Chief Executive Officer

Appendix 1: List of Trademarks

Trademark	Country	Origin	Class	Registered Owner	Acquisition No.	Application Date	Registration No.	Registration Date	Renewal Status	Status	Next Renewal Date
A+D	United States of America	National	03	Bayer HealthCare LLC, United States of America	90306795	2020-11-09	6403540	2021-06-29		Registered	2031-06-29
A+D	United States of America	National	05	Bayer HealthCare LLC, United States of America	78/751431	2005-11-10	3326818	2007-10-30		Registered	2027-10-30
A+D	United States of America	National	05	Bayer HealthCare LLC, United States of America	76/277518	2001-06-27	2547314	2002-03-12		Registered	2032-03-12
A+D (and device, stylized)	United States of America	National	05	Bayer HealthCare LLC, United States of America	75/117069	1996-06-06	2104260	1997-10-07		Registered	2027-10-07