

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alvogen Pharma US Inc.		08/25/2023	Corporation: NEW JERSEY
Alvogen Inc. (as successor in interest to Alvogen AZ IP Holdings, LLC)		08/25/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TWI Pharmaceuticals, Inc.		
Street Address:	115 West Century Road, Suite 135		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	Corporation: TAIWAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1955461	NAPRELAN	
Registration Number:	1148645	TENORETIC	
Registration Number:	3964271	TENORMIN	
Registration Number:	1447100	ZESTRIL	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	12993-00005		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		

CH \$115.00 1955461

DATE SIGNED:	09/14/2023
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

WHEREAS, Alvogen Pharma US Inc., a New Jersey corporation, with an address at 44 Whippany Road, Suite 300, Morristown, New Jersey 07960 USA and Alvogen Inc. (as successor in interest to Alvogen AZ IP Holdings, LLC), a Delaware corporation, with an address at 44 Whippany Road, Suite 300, Morristown, New Jersey 07960 USA (collectively, hereinafter “**Assignors**”), are the owners of all right, title, and interest in and to the trademarks listed in the attached Schedule (the “**Trademarks**”);

WHEREAS, TWI Pharmaceuticals, Inc., a Taiwan corporation, with a mailing address at 115 West Century Road, Suite 135, Paramus, NJ 07652 (hereinafter “**Assignee**”), wishes to acquire from Assignors all of Assignors’ rights in and to the Trademarks;

WHEREAS, Assignors and Almatica Pharma LLC, a Delaware limited liability company, and Assignee have entered into that certain Asset Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), dated as of August 16, 2023 (the “**Closing Date**”); and

WHEREAS, in connection with the Purchase Agreement, and in partial consideration therefor, Assignors have agreed to transfer to Assignee, among other things, all right, title and interest of Assignors in and to the Trademarks, together with the goodwill associated therewith and all applications, registrations and renewals therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and its successors and assigns, and Assignee hereby unconditionally accepts, in each case subject to and to the extent agreed in the Purchase Agreement: (a) all of Assignors’ rights, title, and interest in and to the Trademarks; (b) any and all rights therein provided by international conventions and treaties, together with all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Trademarks and (ii) sublicenseable or assignable; (c) all royalties, fees, income, payments, and other proceeds due from and after the Closing Date with respect to any of the foregoing; and (d) the goodwill of the business appurtenant

to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present, or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignors had such assignment not been made;

RESOLVED, FURTHER, each Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall, and shall cause its affiliates to, provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Trademarks in Assignee, its successors and assigns;

RESOLVED, FURTHER, each Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other Government Authority (as defined in the Purchase Agreement) to record and register this Assignment upon request by Assignee; and

RESOLVED, FURTHER, this Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement and that delivery of an executed counterpart of a signature page to this Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Assignment;

RESOLVED, FURTHER, no provision of this Assignment may be amended or modified except by a written instrument signed by the parties hereto; and

RESOLVED FURTHER, this Assignment and any disputes or controversies arising hereunder shall be construed and enforced in accordance with, and governed by the internal laws of, the State of Delaware without giving effect to the conflicts of laws principles thereof that would apply the laws of any other jurisdiction.

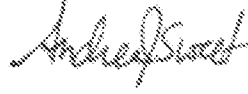
[Signature Page Follows Immediately.]

Assignor:

Alvogen Pharma US Inc.

Dated: August 25, 2023

By:



Name: Andrea Sweet

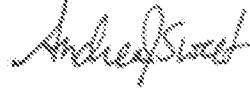
Title: Secretary

Assignor:

Alvogen Inc.

Dated: August 25, 2023

By:



Name: Andrea Sweet

Title: Secretary

Assignee:

TWi Pharmaceuticals, Inc.

Dated: _____, 2023

By: _____

Name:

Title:

Assignor:

Alvogen Pharma US Inc.

Dated: _____, 2023

By: _____

Name:

Title:

Assignor:

Alvogen Inc.

Dated: _____, 2023

By: _____

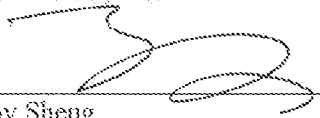
Name:

Title:

Assignee:

TW Pharmaceuticals, Inc.

Dated: September 1, 2023

By: 

Name: Bobby Sheng

Title: Chief Executive Officer

SCHEDULE

Trademarks

Title	Country	Application Number	Registration Number	Registration Date
NAPRELAN	United States of America	73/659,443	1955461	February 13, 1996
TENORETIC	United States of America	73/201,050	1148645	March 24, 1981
TENORMIN	United States of America	77/957,605	3964271	May 24, 2011
ZESTRIL	United States of America	73/635,694	1447100	July 14, 1987