## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM380480

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GAVIS PHARMACEUTICALS, LLC		02/25/2016	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	LUPIN ATLANTIS HOLDINGS SA		
Street Address:	Landis+Gyr-Strasse 1		
City:	Zug		
State/Country:	SWITZERLAND		
Postal Code:	CH-6300		
Entity Type:	Company: SWITZERLAND		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark		
Registration Number:	4374811	GAVIS		
Registration Number:	4408011	MY WAY		
Registration Number:	4858124	GAVILYTE		

### **CORRESPONDENCE DATA**

Fax Number: 6178568201

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.

Phone: 617-856-8145

Email: ip@brownrudnick.com **Correspondent Name:** Mark S. Leonardo Address Line 1: One Financial Center Address Line 2: Brown Rudnick LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	31655/7
NAME OF SUBMITTER:	Mark S. Leonardo
SIGNATURE:	/Mark S. Leonardo/
DATE SIGNED:	04/13/2016

**Total Attachments: 4** 

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**TRADEMARK REEL: 005770 FRAME: 0693** 

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TRADEMARK REEL: 005770 FRAME: 0694

#### TRADEMARK ASSIGNMENT

WHEREAS, **Gavis Pharmaceuticals, LLC**, a Delaware limited liability company ("<u>Assignor</u>") and wholly owned subsidiary of **Lupin, Inc.**, a Maryland corporation ("<u>Lupin</u>") owns all rights in the trademarks listed on <u>Schedule A</u> to this Assignment (hereafter the "<u>Trademarks</u>");

WHEREAS, **Lupin Atlantis Holdings SA**, a company duly organized and existing under the laws of Switzerland with registration number CHE-113.688.311 ("<u>Assignee</u>"), desires to acquire all right, title, and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably sell, transfer, convey, assign and deliver to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Trademarks, including the goodwill of the business in connection with which the Trademarks are used and which are symbolized by the Trademarks, together with all rights derived therefrom and any registrations and applications therefor, including, without limitation, statutory, common law and contractual rights, in, to and under the Trademarks that are or may be secured under the laws of the United States, any multi-national trademark authority or any foreign country, now or hereafter arising or in effect, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Trademarks is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, and in and to all rights to collect income, royalties, and payments in connection with any of the foregoing rights assigned under this Assignment.

AND ASSIGNOR DOES HEREBY sell, assign, transfer and convey to Assignee, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Trademarks before or after issuance.

AND ASSIGNOR DOES HEREBY consent that Assignee may use, adopt and register each of the Trademarks for its benefit without limitation, and further covenants that Assignor will not contest, including the right to adopt, use, register, license, or transfer, Assignee's full and complete ownership of each of the Trademarks.

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TRADEMARK REEL: 005770 FRAME: 0695

IN TESTIMONY WHEREOF, I hereunto set my hand this day of \_\_\_\_\_\_, 2016. Gavis Pharmaceuticals, LLC ("Assignor") Name Printed: Vinita Gupta Title: President On \_\_\_\_\_\_, 2016, before me, the undersigned notary public in and for said County and State, personally appeared \_\_\_\_\_\_\_ personally known to me [or] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that executed the same in authorized capacity(ies) and that, by \_\_\_\_\_\_ signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument. WITNESS my hand and official seal. My commission expires on GAIL ANN DIETZMAN **EXPIRES: June 20, 2019** 

[Signature Page to Trademark Assignment]

Bonded Thru Notary Public Underwrit

The foregoing Assignment is hereby accepted as of this 8th day of March, 2016.

Lupin Atlantis Holdings SA

("Assignee")

Ву:

By:
Name Printed: Thierry Volle
Title: Delegate of the Board of Directors

Name Printed: Ewan Murray Livescy

Title: Director

**TRADEMARK REEL: 005770 FRAME: 0697** 

# **SCHEDULE A**

## **TRADEMARKS**

Item	Beneficial Owner	Filing Date	Application Number	Registration Number	Filing Venue
Trademark for GAVIS logo	GAVIS Pharmaceuticals LLC	June 25, 2012	85660506	4374811	USPTO
Trademark for MyWay standard character mark	GAVIS Pharmaceuticals LLC	May 24, 2012	85634204	4408011	USPTO
Trademark for GaviLyte standard character mark	GAVIS Pharmaceuticals LLC	February 19, 2015	86540318	4858124	USPTO

**RECORDED: 04/13/2016**