

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHIONOGI INC.		03/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DUCHESNAY INC.		
Street Address:	950, boul. Michèle-Bohec		
City:	Blainville (Québec)		
State/Country:	CANADA		
Postal Code:	J7C 5E2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4455815	OSPHENA	
Registration Number:	4456206		
Registration Number:	5050690	OSPHENA AT HOME	
CORRESPONDENCE DATA			
Fax Number:	5096242528		
<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:	5097472052		
Email:	sto@randalldanskin.com		
Correspondent Name:	Shamus T. O'Doherty		
Address Line 1:	601 W. Riverside Ave.Suite 1500		
Address Line 4:	Spokane, WASHINGTON 99201		
NAME OF SUBMITTER:	Shamus T. O'Doherty		
SIGNATURE:	/Shamus T. O'Doherty/		
DATE SIGNED:	03/29/2017		
Total Attachments: 5			
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OP \$90.00 4455815

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of March 10, 2017, by and between **Shionogi Inc.**, a Delaware corporation with an address of 300 Campus Drive, Florham Park, NJ 07932 ("Assignor"), and **Duchesnay Inc.**, a Quebec Corporation having its principal place of business at 950 boul. Michèle-Bohec, Blainville (Québec) J7C 5E2 ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks, service marks, logos, and trade names, shown on the attached Schedule A (the "Trademarks"), and including all applications and registrations thereof, and all goodwill associated with any of the foregoing; and

WHEREAS, pursuant to the License and Product Transfer Agreement, effective as of March 10, 2017 (the "Agreement"), by and between, *inter alia*, Assignee and Assignor, Assignee desires to acquire all right, title, and interest in and to said Trademarks, the applications and registrations thereof, and all of the goodwill associated with any of the foregoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest, in and to the Trademarks, whether or not registered, together with the goodwill of the business in connection therewith in the United States of America and Canada, as applicable, including the right to sue and collect damages for infringement of the Trademarks, whether infringements are now known or later discovered; the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives. In order to give full force and effect to this Trademark Assignment, Assignor agrees that Assignee may record this Trademark Assignment with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

The interpretation and construction of this Trademark Assignment shall be governed by the laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive law of another jurisdiction. Each of the parties hereto covenants and agrees, each at their own expense, to do, execute, acknowledge and deliver, at the reasonable request of the other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignments and assumptions contemplated by this Agreement.

The Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and the appropriate representative of the Canadian Intellectual Property Office, to record the Assignee as owner of the Trademarks.

Should any part of this Trademark Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Trademark Assignment had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in

its entirety, but rather shall be observed and performed by the parties to the extent such provision is valid and enforceable.

This Trademark Assignment may be executed by the Assignor and Assignee in separate and several counterparts, each of which shall be an original, but which together shall constitute one and the same instrument. An executed signature page of this Trademark Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

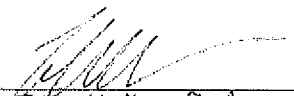
This Trademark Assignment shall not be amended or otherwise modified, except by a written agreement dated subsequent to the date of this Trademark Assignment and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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IN WITNESS WHEREOF, each of the parties has executed this Trademark Assignment as of the date first set forth above.

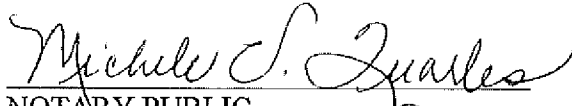
SHIONOGI INC.


Name: John Keller, Ph.D.
Title: President + CEO

March 9, 2017
Date

STATE OF New Jersey
: SS
COUNTY OF Morris

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On JOHN KELLER, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

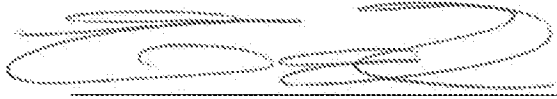

NOTARY PUBLIC
Residing at 300 Campus Drive
Florham Park, NJ 07932

My Commission Expires:

MICHELE V. QUARLES
Notary Public, State of New Jersey
My Commission Expires
April 16, 2019

[Signature Page to Trademark Assignment]

DUCHESNAY INC.




Name: ERIC GERVAIS
Title: vice president & secretary

2017/03/10
Date

PROVINCE OF QUEBEC

MUNICIPALITY OF BLAINVILLE

The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On March 10, 2017, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.



NOTARY PUBLIC
Residing at 9837 Henri-Arte
Montreal, Qc J3N0L5

My Commission Expires: 2017-04-14



SCHEDULE A
TRADEMARKS

U.S. PRODUCT MARKS

Mark	Country	Serial No.	Appl. Date	Reg. No.	Reg. Date
OSPHERA	US	85/593625	4/10/2012	4455815	12/24/2013
 (wavy lines)	US	85/720509	9/5/2012	4456206	12/24/2013
OSPHERA AT HOME	US	86/615878	4/30/2015	5050690	9/27/2016

CANADIAN PRODUCT MARKS

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
OSPHERA	Canada	1613754	2/12/2013	NA	NA