

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allergan Pharmaceuticals International Limited		04/06/2017	Private company limited by shares: IRELAND
RECEIVING PARTY DATA			
Name:	Allergan Sales, LLC		
Street Address:	400 Interpace Parkway		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5055194	NUVESSA	
Registration Number:	5060075		
CORRESPONDENCE DATA			
Fax Number:	7147969381		
<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:	714-246-5507		
Email:	susan.hinchey@allergan.com		
Correspondent Name:	Susan J. Hinchey		
Address Line 1:	2525 Dupont Drive		
Address Line 4:	Irvine, CALIFORNIA 92612		
NAME OF SUBMITTER:	Susan J. Hinchey		
SIGNATURE:	/Susan J. Hinchey/		
DATE SIGNED:	08/25/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of April 6, 2017 (such date, the "Effective Date"), and such agreement, the "Trademark Assignment"), is entered into by and between Allergan Pharmaceuticals International Limited ("Assignor") and Allergan Sales, LLC ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns certain Intellectual Property, including the trademark registrations set forth on Schedule A (collectively, the "Assigned IP"); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned IP and all goodwill associated therewith or symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to the Assigned IP, together with (a) all goodwill of the business associated with or symbolized by the Assigned IP, (b) all common law rights in, and all rights derived from, the Assigned IP and all registrations that may be granted thereon, and any renewals thereof and (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Assigned IP, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Recordation. Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in and to the Assigned IP and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Assignee of the Assigned IP. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned IP and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

3. Entire Agreement. This Trademark Assignment constitutes the sole and entire agreement of the parties to this Trademark Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter. To the

extent of any conflict between this Trademark Assignment and the Stock Purchase Agreement, the Stock Purchase Agreement will govern.

4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. General Provisions. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment. Neither this Trademark Assignment nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment with effect as of the Effective Date.

ALLERGAN PHARMACEUTICALS INTERNATIONAL LIMITED

By: _____

Name:

Title:

ALLERGAN SALES, LLC


By:  _____

Name: Judith Tomkins

Title: Assistant Secretary

Schedule A

ASSIGNED IP

TRADEMARK	COUNTRY	STATUS	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	NEXT RENEWAL DUE	CLASS
NUVESSA	Switzerland	Registered	Allergan Pharmaceuticals International Limited	28-Aug-00	10213/2000	21-Feb-01	P-481786	28-Aug-20	05
NUVESSA	US	Registered	Allergan Pharmaceuticals International Limited	22-Oct-14	86430784	4-Oct-16	5055194	4-Oct-26	05
	US	Registered	Allergan Pharmaceuticals International Limited	22-Oct-14	86430944	11-Oct-16	5060075	11-Oct-26	05