

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502683

|   |  |                       |                             |
|---|--|-----------------------|-----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                             |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                             |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                             |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>          |
| Purdue Pharma   |  | 12/03/2018            | Limited Partnership: CANADA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                             |
| <b>Name:</b>  | Purdue Pharma L.P.                                 |                       |                             |
| <b>Street Address:</b>  | One Stamford Forum                                 |                       |                             |
| <b>City:</b>  | Stamford   |                       |                             |
| <b>State/Country:</b>   | CONNECTICUT  |                       |                             |
| <b>Postal Code:</b>   | 06901  |                       |                             |
| <b>Entity Type:</b>   | Limited Partnership: DELAWARE                      |                       |                             |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                       |                             |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                             |
| <b>Serial Number:</b>   | 87440283   | ADHANSIA              |                             |
| <b>Serial Number:</b>   | 87756623   | ADHANSIA XR           |                             |
| <b>Serial Number:</b>   | 87030250   | LAFENDRA              |                             |
| <b>Serial Number:</b>   | 87445033   | VERFENDRA             |                             |
| <b>Serial Number:</b>   | 87445030   | VERFYNDA              |                             |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                             |
| <b>Fax Number:</b>  | 2129537201   |                       |                             |
| <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> |  |                       |                             |
| <b>Phone:</b>   | 212.415.9200                                       |                       |                             |
| <b>Email:</b>   | ny.trademark@dorsey.com                            |                       |                             |
| <b>Correspondent Name:</b>  | Fara S. Sunderji                                   |                       |                             |
| <b>Address Line 1:</b>  | Dorsey & Whitney LLP                               |                       |                             |
| <b>Address Line 2:</b>  | 51 West 52nd Street                                |                       |                             |
| <b>Address Line 4:</b>  | New York, NEW YORK 10019-6119                      |                       |                             |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 491396-00002                                       |                       |                             |
| <b>NAME OF SUBMITTER:</b>   | Fara S. Sunderji                                   |                       |                             |
| <b>SIGNATURE:</b>   | /Fara S. Sunderji/                                 |                       |                             |
| <b>DATE SIGNED:</b>   | 12/19/2018   |                       |                             |

OP \$140.00 87440283

**Total Attachments: 7**

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## CONFIRMATORY TRADEMARK ASSIGNMENT

This **Confirmatory Trademark Assignment** (the “Confirmatory Assignment”) is entered into as of the 3<sup>rd</sup> day of December, 2018, by and among Purdue Pharma, a Canadian limited partnership (“Seller”), and Purdue Pharma L.P., a Delaware limited partnership (“Buyer”). Seller and Buyer are each a “Party” and, collectively, the “Parties”. Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated as of the 11<sup>th</sup> day of October, 2018, by and among Seller and Buyer, (the “Asset Purchase Agreement”), Seller agreed to transfer, assign, and deliver to Buyer the Transferred Assets as well as the Business, which is ongoing and existing, and Buyer agreed to purchase and acquire the Transferred Assets and the Business, all in accordance with the terms set forth in the Asset Purchase Agreement;

**WHEREAS**, Seller owns and has intended to use in commerce the Trademarks that are the subject of the United States federal trademark applications identified in Schedule A hereto and also Exhibit B to the Asset Purchase Agreement (the “Product Trademarks”) (such, Product Trademarks constituting a part of the Transferred Assets), but has not yet filed any allegations or statements of use under sections 1(c) or 1(d) of the Lanham Act;

**WHEREAS**, as part of the transfer of the Business to which the Product Trademarks pertain, and as required by § 10 of the Lanham Act, Seller agreed to transfer, assign, and deliver to Buyer the Product Trademarks and the intent-to-use application identified in Schedule A; and

**WHEREAS**, it is the intention of Seller and Buyer that this Confirmatory Assignment confirm the terms of the Asset Purchase Agreement as pertaining to the Product Trademarks.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and undertakings set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment of the Product Trademarks. Seller hereby confirms the sale, assignment, transfer, and conveyance to Buyer of its right, title, and interest in and to the Product Trademarks and the goodwill of the Business symbolized thereby, to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller if this sale, assignment, and transfer had not been made. Seller hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer the applications for the Product Trademarks to Buyer as assignee of the entire right, title and interest therein or otherwise as Buyer may direct, in accordance with this instrument of assignment.

2. Assignment of Cause of Action. Seller further confirms the sale, assignment, transfer, and conveyance to Buyer all of its right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Product Trademarks.

3. Cooperation. Seller hereby covenants and agrees to cooperate with Buyer so that Buyer may enjoy to the fullest extent the rights, title, and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Buyer that are deemed necessary or desirable by Buyer to perfect in it the rights, title, and interest herein conveyed.

4. Warranty of No Conflict of Rights. Seller hereby warrants and represents that it has not entered into any assignments, contracts, or other understandings with third parties that would conflict with the rights herein granted.

5. Further Assurances. Seller agrees to provide all further information and execute any further documents that may reasonably be necessary to complete the assignment of the Product Trademarks and to give effect to this Confirmatory Assignment.

6. Survival. The terms, covenants, and provisions of this Confirmatory Assignment shall inure to the benefit of Buyer, its successors, assigns, and/or legal representatives, and shall be binding upon Seller, and its successors, assigns, and/or legal representatives.

7. Counterparts. This Confirmatory Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Confirmatory Assignment by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Confirmatory Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Confirmatory Assignment to be executed and such Confirmatory Assignment is effective as of as of the date first above written.

BUYER:

PURDUE PHARMA L.P.

By: Purdue Pharma Inc. (a New York corporation),  
its general partner

By: \_\_\_\_\_

Name: Paul Medeiros  
Title: Senior Vice President

SELLER:

PURDUE PHARMA

By: Purdue Pharma Inc. (an Ontario corporation),  
its general partner

By: \_\_\_\_\_

Name:  
Title:

*[Confirmatory Trademark Assignment]*

**TRADEMARK**  
**REEL: 006557 FRAME: 0900**

IN WITNESS WHEREOF, the Parties have caused this Confirmatory Assignment to be executed and such Confirmatory Assignment is effective as of as of the date first above written.

BUYER:

PURDUE PHARMA L.P.

By: Purdue Pharma Inc. (a New York corporation),  
its general partner

By: \_\_\_\_\_


Name:

Title:

SELLER:

PURDUE PHARMA

By: Purdue Pharma Inc. (an Ontario corporation),  
its general partner

By:  \_\_\_\_\_

Name: David Piddock

Title: President and CEO

*[Confirmatory Trademark Assignment]*

**SCHEDULE A**

| <b>Mark</b>        | <b>Class: Goods/Services</b>  | <b>Ser. No.</b> | <b>Filing Date</b> |
|--------------------|---|-----------------|--------------------|
| <b>ADHANSIA</b>    | <p><b>Class 5:</b> Pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system; pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system, namely, attention deficit disorder, attention deficit hyperactivity disorder, hyperactivity, cognitive impairment disorders, mood disorders, oppositional defiance disorder, conduct disorder, learning disabilities, autism spectrum disorder, tic disorders, binge eating and obsessive eating disorders, anxiety disorders, substance abuse disorders, depression, psychosis</p> <p><b>Class 44:</b> Providing health information to health care providers about pharmaceutical preparations, including pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system, via a website, the Internet or other global communication networks; providing health information to health care providers about pharmaceutical preparations, including pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system</p> | 87/440,283      | May 8, 2017        |
| <b>ADHANSIA XR</b> | <p><b>Class 5:</b> Pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system; pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system, namely, attention deficit disorder, attention deficit hyperactivity disorder, hyperactivity, cognitive impairment disorders, mood disorders, oppositional defiance disorder, conduct disorder, learning disabilities, autism spectrum disorder, tic disorders, binge eating and obsessive eating disorders, anxiety disorders, substance abuse disorders, depression, psychosis</p> <p><b>Class 44:</b> Providing health information to health care providers about pharmaceutical preparations, including pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system, via a website, the Internet or other global communication networks; providing health information to health care providers about pharmaceutical preparations, including pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system</p> | 87/756,623      | Jan. 16, 2018      |

| Mark             | Class: Goods/Services   | Ser. No.   | Filing Date  |
|------------------|---|------------|--------------|
| <b>LAFENDRA</b>  | <b>Class 5:</b> pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system; pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system, namely, attention deficit disorder, attention deficit hyperactivity disorder, hyperactivity, cognitive impairment disorders, mood disorders, oppositional defiance disorder, conduct disorder, learning disabilities, autism spectrum disorder, tic disorders, binge eating and obsessive eating disorders, anxiety disorders, substance abuse disorders, depression, psychosis   | 87/030,250 | May 9, 2016  |
| <b>VERFENDRA</b> | <p><b>Class 5:</b> Pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system; pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system, namely, attention deficit disorder, attention deficit hyperactivity disorder, hyperactivity, cognitive impairment disorders, mood disorders, oppositional defiance disorder, conduct disorder, learning disabilities, autism spectrum disorder, tic disorders, binge eating and obsessive eating disorders, anxiety disorders, substance abuse disorders, depression, psychosis</p> <p><b>Class 44:</b> Providing health information to health care providers about pharmaceutical preparations, including pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system, via a website, the Internet or other global communication networks; providing health information to health care providers about pharmaceutical preparations, including pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system</p> | 87/445,033 | May 10, 2017 |
| <b>VERFYNDA</b>  | <p><b>Class 5:</b> Pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system; pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system, namely, attention deficit disorder, attention deficit hyperactivity disorder, hyperactivity, cognitive impairment disorders, mood disorders, oppositional defiance disorder, conduct disorder, learning disabilities, autism spectrum disorder, tic disorders, binge eating and obsessive eating disorders, anxiety disorders, substance abuse disorders, depression, psychosis</p> <p><b>Class 44:</b> Providing health information to health care providers about pharmaceutical preparations, including pharmaceutical preparations for the treatment of</p>  | 87/445,030 | May 10, 2017 |



| Mark | Class: Goods/Services  | Ser. No. | Filing Date |
|------|--|----------|-------------|
|      | diseases and disorders of the central nervous system, via a website, the Internet or other global communication networks; providing health information to health care providers about pharmaceutical preparations, including pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system |          |             |

**Domain Registrations**

| Domains          |
|------------------|
| ADHANSIA.BIZ     |
| ADHANSIA-XR.BIZ  |
| ADHANSIAXR.BIZ   |
| ADHANSIA.COM     |
| ADHANSIA-XR.COM  |
| ADHANSIAXR.COM   |
| ADHANSIA.INFO    |
| ADHANSIA-XR.INFO |
| ADHANSIAXR.INFO  |
| ADHANSIA.NET     |
| ADHANSIA-XR.NET  |
| ADHANSIAXR.NET   |
| ADHANSIA.ORG     |
| ADHANSIA-XR.ORG  |
| ADHANSIAXR.ORG   |
| LAFENDRA.COM     |
| VERFYNDA.COM     |
| VERFENDRA.COM    |