

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Repros Therapeutics, Inc.		01/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Allergan Pharmaceuticals International Limited		
Street Address:	Clonshaugh Business & Technology Park		
City:	Coolock		
State/Country:	IRELAND		
Postal Code:	D17 E400		
Entity Type:	Private Company Limited by Shares: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3265956	PROELLEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	03/06/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment"), dated as of JANUARY 29, 2020, is made by Repros Therapeutics Inc., a Delaware corporation with its principal place of business at 2408 Timberloch Place, B-7, The Woodlands, TX 77380, USA ("Assignor"), and Allergan Pharmaceuticals International Limited, a private company limited by shares incorporated under the laws of Ireland and headquartered at Clonshaugh Business & Technology Park, Coolock, D17 E400, Dublin, Ireland ("Assignee"), pursuant to the Purchase and Sale Agreement between Assignee and Assignor, dated as of February 1, 2018 (the "Purchase and Sale Agreement").

WHEREAS, under the terms of the Purchase and Sale Agreements, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. With effect from the Assignment Date, Assignor irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following:

(a) the trademark registrations and trademark applications set forth in Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, at Assignee's sole cost and expense, Assignor and Assignee shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be advisable or necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase and Sale Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase and Sale Agreement, including, without

limitation, the representations, warranties, covenants, exclusions and indemnities set forth therein, and that this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of the parties hereto under the Purchase and Sale Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Purchase and Sale Agreement. In the event of any conflict or inconsistency between the terms of the Purchase and Sale Agreement and the terms hereof, the terms of the Purchase and Sale Agreement shall govern.

4. Execution; Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by email in PDF or similar electronic means, such signature shall create a valid and binding obligation of the party hereto executing (or on whose behalf the signature is executed) with the same force and effect as if such PDF signature were an original thereof.

5. Amendment. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the parties.

6. Descriptive Heading. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Trademark Assignment.

7. Parties in Interest. This Trademark Assignment shall be binding and inure to the benefit of each party and their respective successors and permitted assigns, and nothing in this Trademark Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Trademark Assignment.

8. Governing Law. This Trademark Assignment shall be governed and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

9. Extension; Waiver. Any party hereto may by an instrument in writing (a) extend the time for the performance of any of the obligations of the other party hereto or (b) waive compliance with any of the agreements of the other party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the dates set out below.

REPROS THERAPEUTICS, INC.

Timberloch Place, B-7
The Woodlands, TX 77380
USA

By: 

Name: Matthew O. Brady

Title: Vice President

Date: 29 JAN 2020

**ALLERGAN PHARMACEUTICALS
INTERNATIONAL LIMITED**

Clonshaugh Business & Technology Park,
Coolock, D17 E400, Dublin, Ireland

By: 

Name: Tom Daunt

Title: Executive Director

Date: 07 Feb 2020

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark	Jurisdiction	Registered Owner	App No.	Registration No.
PROELLEX	United States	Repros Therapeutics, Inc.	78619378	3265956