

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Osmotica Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság		01/04/2021	a limited liability company commercial and service: HUNGARY
RECEIVING PARTY DATA			
Name:	ADAMAS PHARMACEUTICALS, INC.		
Street Address:	1900 POWELL STREET, SUITE 1000		
City:	EMERYVILLE		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5770230	OSMOLEX	
Registration Number:	5770506	OSMOLEX ER	
Registration Number:	6086286	ACCESS OSMOLEX	
CORRESPONDENCE DATA			
Fax Number:	2022937680		
<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:	2022937060		
Email:	tm@sughrue.com		
Correspondent Name:	GABRIELLE S. ROTH/SUGHRUE MION, PLLC		
Address Line 1:	2000 PENNSYLVANIA AVENUE NW, SUITE 900		
Address Line 4:	WASHINGTON, D.C. 20006		
ATTORNEY DOCKET NUMBER:	D3300000		
NAME OF SUBMITTER:	Gabrielle S. Roth		
SIGNATURE:	/Gabrielle S. Roth/		
DATE SIGNED:	01/29/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is dated as of January 4, 2021, between Adamas Pharmaceuticals, Inc., a corporation organized and existing under the laws of the State of Delaware (“**Assignee**”), and Osmotica Kereskedelmi és Szolgáltató KFT, a limited liability company commercial and service organized and existing under the laws of Hungary (“**Assignor**”).

WHEREAS, Assignor owns the trademark registrations listed on Schedule 1 attached hereto (the “**Trademarks**”);

WHEREAS, The Assignor’s entity name has been listed in the USPTO filings for the Trademarks as Osmotica Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság; and

WHEREAS, pursuant to the Asset Purchase Agreement dated December 1, 2020, between Assignor, Osmotica Pharmaceutical US LLC, Osmotica Holdings US LLC, and Assignee (the “**Asset Purchase Agreement**”), Assignee has agreed to acquire, and Assignor has agreed to sell, convey, assign, deliver and transfer to Assignee, all of Assignor’s rights, title and interests in, to and under the Trademarks.

NOW, THEREFORE, IT IS AGREED:

1. Assignment of Rights. Pursuant to such Asset Purchase Agreement and in consideration of the mutual covenants, agreements, representations and warranties contained in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of its rights, title and interests in, to and under (a) the Trademarks, (b) the goodwill (if any) associated with the Trademarks, (c) all applications and registrations for the Trademarks and (d) any and all rights, privileges and proceeds under the Trademarks, including, without limitation, any claim by Assignor against third parties for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Trademarks and any rights of Assignor as a party in any opposition or cancellation proceeding, in each case, to the full extent of Assignor’s legal rights in the Trademarks.
2. Recordation. Effective upon the date hereof, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Trademarks, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities. Assignor agrees that Assignee shall have the rights to register and record its rights in the Trademarks, in its name, in the United States Patent and Trademark Office.
3. No Alteration. Assignor and Assignee hereby acknowledge and agree that this Assignment is made pursuant to and subject to Assignor’s and Assignee’s rights and obligations under the Asset Purchase Agreement, and that the Trademarks shall hereafter be considered “Trademark Rights included in the Specified IP Rights” for

the purposes of the Asset Purchase Agreement. Each of Assignor and Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any Party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

4. Further Assurances. Assignor hereby covenants and agrees that Assignor shall execute, or cause to have executed any confirmatory assignment of the Trademarks that may be reasonably required in addition to the signing of this Assignment and reasonably requested by the Assignee, its successors, assigns or other legal representatives, in order to transfer the ownership of the Trademarks in individual countries and to effectuate the purposes of this Assignment it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.
5. Miscellaneous. This Assignment is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants and indemnities set forth in the Asset Purchase Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Asset Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall control. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts together constitute one and the same instrument. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflict of laws principles. No variation of this Assignment shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

[Remainder of the page intentionally left blank; signature pages follow.]



File No.: 11063/Z/6782/2020

(licence to act in English No.: 2/2015)

---I, the undersigned Notarysubstitute, do hereby certify that the present document attached hereto was signed in my presence by **Varga, Gábor** (birth name: Varga, Gábor, born on 13th January 1968 in Miskolc in Hungary, mother's name: Jobbágy, Emőke), Hungarian citizen, domiciled at: 1118 Budapest, Pezz Samu utca 4. C ép. 3 em. 11 a. who established his identity by the Hungarian Identity Card No.: 911214EE and by the Hungarian Address Card No.: 493063UL presented before me. -----

---I, the undersigned Notarysubstitute, do further certify that **Varga Gábor** who established his power of representation by the Extract of the Commercial Register, is entitled to sign **solely** in the name of **Osmotica Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság** (registered seat: **2161 Csomád, Levente utca 14/a.**, registration number: Cg. 1309205663, tax number: 12667907-2-13). -----

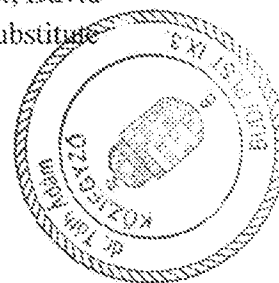
---Following the briefing of the Notarysubstitute the Client did not request the proceeding determined by Section 139 (1a) of Act XLI of 1991 on public notaries. -----

---The Client hereby acknowledges the warning of the Notarysubstitute, that the Notarysubstitute does not examine the content of the document and this notarization proves only the authenticity of the signature but does not prove the right therefore and obligations determined or referred in the notarized document. -----

---The Client hereby acknowledges the warning of the Notarysubstitute about the provisions of Section 122 (2)-(10) of Act XLI of 1991 on public notaries, that is, of the regulation of on-line verification of clients' personal data. The Notarysubstitute has duly and in advance informed the party concerned with the procedure of identity-control about the purpose and method thereof, and the personal data affected by it; about the obligation of the Notary to refuse notarial involvement, and his duty of notification prescribed in Section 122 (8) of Act XLI of 1991 on public notaries; and furthermore, about the procedure of handling with respect to the personal data thus obtained. The acting Notarysubstitute hereby informs the Client that the verification of the client personal data through the on-line database has taken place prior to the execution of the present notarial certificate. -----

---Dated at Budapest, this 28th (twenty-eighth) day of December in the year of 2020 (two thousand and twenty). -----

Dr. Lehel, Dávid
Notarysubstitute



Schedule 1

Trademarks

Mark	Applicant/Assignee	Serial No.	Reg. No.	Reg. Date	Description of Goods/Services
OSMOLEX	Osmotica Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság	87411723	5770230	06/04/2019	Cl. 5 - Oral pharmaceuticals for treatment of neurological conditions
OSMOLEX ER	Osmotica Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság	87639712	5770506	06/04/2019	Cl. 5 - Oral pharmaceuticals for treatment of neurological conditions
ACCESS OSMOLEX & DESIGN 	Osmotica Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság	88059617	6086286	06/23/2020	Cl. 42 - Providing computerized solution- based technologies for the purpose of patient support services to assist patients in accessing medicine; online non- downloadable software for accessing an online searchable database in the field of medical research, drug delivery technology, immediate release and controlled release drugs, and drug interactions; online non-downloadable software in which users can create a profile and input drugs to review drug interactions