

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upsher-Smith Laboratories, Inc.		12/15/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Sandoz Inc.		
Street Address:	100 College Road West		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2166535	AMLACTIN	
Registration Number:	4401204	CERAPEUTIC	
Registration Number:	3069319	ULTRAPLEX	
CORRESPONDENCE DATA			
Fax Number:	9198618913		
<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:	9198618903		
Email:	mtepper@teiplaw.com		
Correspondent Name:	Maury M. Tepper, III		
Address Line 1:	3724 Benson Drive		
Address Line 4:	Raleigh, NORTH CAROLINA 27609		
ATTORNEY DOCKET NUMBER:	038151,38152,38154-US-NF		
NAME OF SUBMITTER:	Maury M. Tepper, III		
SIGNATURE:	/Maury M. Tepper, III/		
DATE SIGNED:	09/20/2017		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of December 15, 2016 (the "Effective Date"), by and between Upsher-Smith Laboratories, Inc., a Minnesota corporation ("Seller"), and Sandoz Inc., a Colorado corporation ("Purchaser"). Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, made and entered into as of November 11, 2016, as amended by Amendment No. 1 dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, transfer, assign and deliver to Purchaser all of Seller's right, title and interest in and to all Trademarks included in the Transferred Product Intellectual Property (collectively, the "Assigned Trademarks"), including the Trademarks identified on Schedule A, subject to the terms and conditions of the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller and Purchaser have agreed to enter into this Assignment;

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Conveyance.** Seller hereby sells, assigns, transfers, and conveys to Purchaser, and Purchaser hereby accepts, Seller's entire right, title and interest at Closing in, to and under (a) the Assigned Trademarks, together with the goodwill symbolized thereby, and, with regard to any Assigned Trademarks that are intent to use applications, the Parties acknowledge that the portion of Seller's and its Affiliates' business in respect of which Seller and its Affiliates' have a bona fide intent to use such marks is also being transferred pursuant and subject to the Purchase Agreement, and (b) all rights accruing under, and causes of action and other remedies with respect to, the Assigned Trademarks, including the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned Trademarks.
2. **Issuance and Recordation.** With respect to registrations and applications listed on Schedule A, Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue any and all Assigned Trademarks to Purchaser, its successors and assigns. With respect to registrations and applications listed on Schedule A, Seller hereby requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Purchaser as the purchaser and owner of the Assigned Trademarks. Purchaser shall have the right to

record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. **No Modification.** The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, and nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Purchaser or Seller under the Purchase Agreement.
4. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
5. **Counterparts.** This Assignment may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that both Parties need not sign the same counterpart.
6. **Interpretation.** The heading references herein are for convenience purposes only, do not constitute a part of this Assignment and shall not be deemed to limit or affect any of the provisions hereof.
7. **Further Assurances.** Upon Purchaser's request and at Purchaser's expense, Seller agrees to provide reasonable cooperation and assistance as is reasonably required by Purchaser to effect and register the rights assigned herein (including to execute, acknowledge, and deliver such other documents and take such other actions as may be reasonably required), provide testimony, and, in general, provide all lawful cooperation reasonably requested by Purchaser to prosecute and enforce the Assigned Trademarks, and to carry out and fulfill the purposes and intent of this Assignment of the Assigned Trademarks.
8. **Governing Law; Jurisdiction.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules thereunder (other than Section 5-1401 of the General Obligations Law of the State of New York). With respect to any suit, action or proceeding relating to this Assignment (each, a "Proceeding"), each Party irrevocably and unconditionally (i) agrees and consents to be subject to the jurisdiction of any New York State court sitting in New York City and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 11.04 OF THE PURCHASE AGREEMENT, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SELLER:
UPSHER-SMITH LABORATORIES, INC.



Name: Benjamin Rush Field IV

Title: President



PURCHASER:
SANDOZ INC.

Name: _____

Title: _____

WITNESSED AS TO BOTH BY:



Name: Steven E. Elston
Nationality: USA
Title: AVP, Deputy General Counsel
Commercial address: 6701 Swinford Dr.

Maple Grove, MN
55369

WITNESSED AS TO BOTH BY:

Name: _____

Nationality: _____

Title: _____

Commercial address: _____

Signature Page

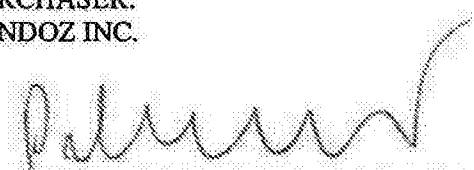
TRADEMARK
REEL: 006157 FRAME: 0152

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SELLER:
UPSHER-SMITH LABORATORIES, INC.

Name: Benjamin Rush Field IV
Title: President

PURCHASER:
SANDOZ INC.

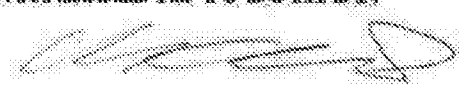


Name: Peter Goldschmidt
Title: President Sandoz U.S. Head of North America

WITNESSED AS TO BOTH BY:

Name:
Nationality:
Title:
Commercial address:

WITNESSED AS TO BOTH BY:

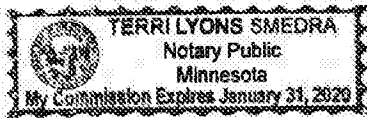


Name: Michael Gerard
Nationality: USA
Title: Director, Associate General Counsel
Commercial address: 100 College Rd West
Princeton, NJ 08540

Signature Page

STATE OF Minnesota)
)SS.
COUNTY OF Hennepin)

This instrument was executed before me on this 14 day of December, 2016, by Benjamin R. Field, IV, the President (title) of Upsher-Smith Laboratories, Inc., a corporation organized under the laws of Minnesota, on behalf of said corporation.



Terry Lyons Smedra
Notary Public in and for
The State of Minnesota
TERRY LYONS SMEDRA
Printed or Typed Name of Notary

My commission expires 1/31/2020

STATE OF NEW JERSEY)
)SS.
COUNTY OF HERCEK)

This instrument was executed before me on this 13th day of December, 2016, by PETER GOLDSCHMIDT the PRESIDENT (title) of Sandoz Inc., a corporation organized under the laws of Colorado, on behalf of said corporation.

Denise A. Malyska
Notary Public in and for
The State of New Jersey
DENISE A. MALYSKA
Printed or Typed Name of Notary



My commission expires _____

DENISE A MALYSKA
Notary Public
New Jersey
My Commission Expires April 7, 2018

**SCHEDULE A
ASSIGNED TRADEMARKS**

Registered Trademarks and Applications to Register Trademarks

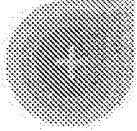
Trademark	Country	Application No.	Registration No.	Class
AMLACTIN	Australia	1255806	1255806	5
AMLACTIN	Canada	834079	TMA522,142	5
AMLACTIN	China P.R.	1255806		5
AMLACTIN	European Union	1255806	1255806	5
AMLACTIN	International	1255806	1255806	5
AMLACTIN	Japan	1255806	1255806	5
AMLACTIN	S Korea	1255806	1255806	5
AMLACTIN	Mexico	1596518	1536633	5
AMLACTIN	New Zealand	1255806	1255806	5
AMLACTIN	Norway	1255806	1255806	5
AMLACTIN	Switzerland	1255806	1255806	5
AMLACTIN	Taiwan	104018604	1746141	3
AMLACTIN	United States	75/201,205	2,166,535	5
AMLACTIN AP	Canada	1099169	TMA638910	5
CERAPEUTIC	Australia	1262877	1262877	3
CERAPEUTIC	Canada	1,721,990		3
CERAPEUTIC	China P.R.	1262877		3
CERAPEUTIC	European Union	1262877	1262877	3
CERAPEUTIC	International	1262877	1262877	3
CERAPEUTIC	Japan	1262877		3
CERAPEUTIC	S Korea	1262877	1262877	3
CERAPEUTIC	Mexico	1596515	1536632	3
CERAPEUTIC	New Zealand	1262877	1262877	3
CERAPEUTIC	Norway	1262877	1262877	3
CERAPEUTIC	Switzerland	1262877		3
CERAPEUTIC	Taiwan	104018606	1735105	3
CERAPEUTIC	United States	85/634,250	4,401,204	3
ULTRAPLEX	Australia	1262878	1262878	3
ULTRAPLEX	Canada	1,721,991		3
ULTRAPLEX	China P.R.	1262878		3
ULTRAPLEX	European Union	1262878	1262878	3
ULTRAPLEX	International	1262878	1262878	3
ULTRAPLEX	Japan	1262878	1262878	3
ULTRAPLEX	S Korea	1262878	1262878	3
ULTRAPLEX	Mexico	1596522	1536634	3
ULTRAPLEX	New Zealand	1262878	1262878	3
ULTRAPLEX	Norway	1262878	1262878	3
ULTRAPLEX	Switzerland	1262878		3
ULTRAPLEX	Taiwan	104018603	1735104	3
ULTRAPLEX	United States	78/434,642	3,069,319	3

Common Law Marks

Serious Care for Softer Skin™

AMLACTION® XL
AMLACTION® AP
AMLACTION® ULTRA

Logo (droplet / leaf and +) below, and any color variations thereof (the “Leaf Logo”)



Logo (the seal which features “Dermatologist Recommended”, “Clinically Proven AHA” and a mortar/pestle design) below, and any variations thereof (the “Mortar/Pestle Logo”)

