

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM598535

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the language in Section 1 of the agreement previously recorded on Reel 006956 Frame 0953. Assignor(s) hereby confirms the Assignment of Intellectual Property Rights Agreement.
RESUBMIT DOCUMENT ID:	900560280

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US WorldMeds, LLC		06/08/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	US WorldMeds Holdings, LLC
Street Address:	4441 Springdale Road
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40241
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4354211	GELX
Registration Number:	3871489	REVONTO
Registration Number:	5845850	LUCEMYRA
Registration Number:	5675678	US WORLDMEDS
Registration Number:	5829279	US WORLDMEDS
Registration Number:	5915208	LUCEMYRA
Registration Number:	5782106	US WORLDMEDS
Registration Number:	5845902	US WORLDMEDS
Registration Number:	5753183	LUCEMYRA
Registration Number:	5753184	LUCEMYRA
Registration Number:	5777505	LUMINATE SUPPORT PROGRAM

CORRESPONDENCE DATA

Fax Number: 9494754754

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.

Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 93882-00003

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 09/19/2020

Total Attachments: 18

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Assignment of Intellectual Property Rights Agreement (this “Agreement”), dated as of June 8, 2020, is made by and between US WorldMeds, LLC, a Delaware limited liability company located at 4441 Springdale Road, Louisville, Kentucky 40241 (the “Assignor”), and US WorldMeds Holdings, LLC, a Delaware limited liability company located at 4441 Springdale Road, Louisville, Kentucky 40241 (the “Assignee” and, together with the Assignor, the “Parties” and each a “Party”). Capitalized terms used but not defined herein shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, US WorldMeds Partners, LLC (“Seller”) and Supernus Pharmaceuticals, Inc. (“Purchaser”) entered into that certain Sale and Purchase Agreement, dated as of April 28, 2020 (the “Purchase Agreement”), pursuant to which Seller agreed to undertake the Restructuring in accordance with Annex A of Schedule 9 of the Purchase Agreement (“Annex A”);

WHEREAS, Seller is the controlling member of USWM Enterprises, LLC (“Enterprises”), and Enterprises is the direct or indirect sole member of the Parties;

WHEREAS, at Completion, Seller will sell, transfer, assign and convey, and Purchaser will purchase, 100% of the outstanding equity interests of Enterprises and certain of its subsidiaries, including the Assignor; and

WHEREAS, the Assignor owns certain intellectual property relating to its business that Purchaser does not wish to purchase, and in connection with the Restructuring and in accordance with Schedule 9 of the SPA, the Assignor desires to distribute, transfer, assign and convey to the Assignee, and the Assignee desires to accept and assume, all of the Assignor’s right, title and interest in and to certain Intellectual Property Rights as set forth on Schedule I hereto (the “Assigned Intellectual Property”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. For good and valuable consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor hereby distributes, transfers, assigns and conveys to the Assignee all of the Assignor’s right, title and interest in and to all of the Assigned Intellectual Property, all rights, claims and privileges of any kind related to the Assigned Intellectual Property throughout the world, including without limitation, the right to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention, and all rights, interests, claims and demands recoverable in law or equity, that the Assignor has or may have in profits and damages for past, present and future infringements or other violations of the Assigned Intellectual Property, including, without limitation, the right to compromise, sue for and collect such profits and damages, all of the foregoing to be held and enjoyed by the Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made. The Assignor hereby acknowledges and agrees that, from and after the date hereof, the Assignee shall be the exclusive owner of all of the Assignor’s right, title and interest in and to the Assigned Intellectual Property.

2. Recordation. The Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in patents, and applications, and title thereto to record the Assignee as the owner of any and all rights in and to the Assigned Intellectual Property.

3. Assignor's Representations and Warranties. The Assignor represents and warrants to the Assignee that:

(a) It is duly organized and validly existing under the laws under which it has been formed;

(b) It has full right and authority to enter into the transactions contemplated by this Agreement;

(c) The consummation of the transactions contemplated by this Agreement will not conflict with, or result in any breach or violation of, its organizational documents or any provision of any material agreement or instrument to which it is a party or by which any of its assets or property is bound; and

(d) It owns good and valid title to all of the Assigned Intellectual Property free and clear of any liens or encumbrances, other than the Encumbrances described on Schedule 2.4 of the Disclosure Letter.

4. Further Assurances. The Parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement and the Restructuring, including in respect of any Assigned Intellectual Property that is improperly registered in the name of the Assignor or its Affiliates. The Assignor further agrees, promptly upon request of the Assignee or any of its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Assignee and its successors and assigns, all right, title and interest in and to the Assigned Intellectual Property, and to cooperate and assist the Assignee in protecting said rights and any adjudication of the same.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

6. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to that body of laws pertaining to conflict of laws.

7. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the Parties with respect to the specific subject matter hereof.

8. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the Parties, will be binding upon and

inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Parties may assign their respective rights and obligations under this Agreement.

9. Severability. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

10. Amendment and Waivers. This Agreement may be amended only by a written agreement executed by each of the Parties. No amendment, waiver or modification of any obligation under this Agreement will be enforceable, unless set forth in a writing signed by the Party against which enforcement is sought. Any amendment effected in accordance with this Section 10 will be binding upon all Parties and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first set forth above.

US WORLDMEDS, LLC

By: 
Name: P. Breckinridge Jones, Sr.
Title: Chief Executive Officer

US WORLDMEDS HOLDINGS, LLC

By: 
Name: P. Breckinridge Jones, Sr.
Title: Chief Executive Officer

PatentsU.S. Patents

<u>Grantor</u>	<u>Patent/ Patent Application</u>	<u>Registration/ Application No.</u>	<u>Registration/ Filing Date</u>	<u>Expiration Date</u>
US WorldMeds, LLC	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	8,975,284	03/10/2015	09/05/2028
US WorldMeds, LLC	COMPOSITIONS AND METHODS FOR CLEAR CONCENTRATED PARENTERAL DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	62/964,756	01/23/2020	N/A

Foreign Patents

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
US WorldMeds, LLC	Canada	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	2,702,243	06/21/2016	09/05/28
US WorldMeds, LLC	Japan	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	5406197	11/08/13	09/05/28
US WorldMeds, LLC	CH (Switzerland)	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	2219605	08/19/15	09/05/28
US WorldMeds, LLC	DE (Germany)	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	2219605	08/19/15	09/05/28
US WorldMeds, LLC	ES (Spain)	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	2219605	08/19/15	09/05/28
US WorldMeds, LLC	FR (France)	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	2219605	08/19/15	09/05/28
US WorldMeds,	GB	CO-SOLVENT COMPOSITIONS	2219605	08/19/15	09/05/28

LLC	(United Kingdom)	AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS			
US WorldMeds, LLC	IE (Ireland)	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	2219605	08/19/15	09/05/28
US WorldMeds, LLC	LU (Luxembourg)	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	2219605	08/19/15	09/05/28
US WorldMeds, LLC	MC (Monaco)	CO-SOLVENT COMPOSITIONS AND METHODS FOR IMPROVED DELIVERY OF DANTROLENE THERAPEUTIC AGENTS	2219605	08/19/15	09/05/28

Trademarks

U.S. Trademarks

Grantor	Trademark	Reg. No.	Reg. Date	Renewal Date
US WorldMeds, LLC	REVONTO	3,871,489	02-Nov-2010	Renewal due 11/02/2020
US WorldMeds, LLC	LUCEMYRA	5,845,850	27-August-2019	Affidavit of Use Due 8/27/2025; Renewal Due 8/27/2029
US WorldMeds, LLC	LUCEMYRA	5,915,208	19-November-2019	Affidavit of Use Due 11/19/2025; Renewal Due 11/19/2029
US WorldMeds, LLC	US WORLDMEDS	5,675,678	12-February-2019	Affidavit of Use Due 2/12/2025; Renewal Due 02/12/2028
US WorldMeds, LLC	US WORLDMEDS	5,829,279	August 6, 2019	Affidavit of Use Due August 6, 2025; Renewal Due August 6, 2029
US WorldMeds, LLC	US WORLDMEDS	5,782,106	18-June-2019	Affidavit of Use Due 6/18/2025; Renewal Due 6/18/2019
US WorldMeds, LLC	US WORLDMEDS	5,845,902	27-August-2019	Affidavit of Use Due 8/27/2025; Renewal Due 8/27/2029
US WorldMeds, LLC	Luminate Support Program (Stylized Mark)	5,777,505	June 11, 2019	Affidavit of Use Due 6/11/2025; Renewal Due 6/11/2029
US WorldMeds, LLC	US WORLDMEDS	5,675,678	February 12, 2019	Affidavit of Continuing Use due 2/12/2025; Renewal due 2/12/2029
US WorldMeds, LLC	Lucemyra (Stylized)	5,753,183	05/14/2019	Affidavit of Use Due 5/14/2025; Renewal due 05/14/2029
US WorldMeds, LLC	Lucemyra	5,753,184	05/14/2019	Affidavit of Use Due 5/14/2025; Renewal due 05/14/2029
US WorldMeds, LLC – License with Sunstar Suisse S.A.	GELX	4,354,211	06.18.13	Affidavit of Use Due 06.18.21; Renewal Due 06.18.30

Foreign Trademarks

Grantor	Country	Trademark	Reg. No.	Reg. Eff. Date	Renewal Date
US WorldMeds, LLC	European Community	REVONTO	9008137	7-Apr-2010	Renewal due 04/07/2020

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WHEREAS, US WorldMeds Partners, LLC (“Seller”) and Supernus Pharmaceuticals, Inc. (“Purchaser”) entered into that certain Sale and Purchase Agreement, dated as of April 28, 2020 (the “Purchase Agreement”), pursuant to which Seller agreed to undertake the Restructuring in accordance with Annex A of Schedule 9 of the Purchase Agreement (“Annex A”);

WHEREAS, Seller is the controlling member of USWM Enterprises, LLC (“Enterprises”), and Enterprises is the direct or indirect sole member of the Parties;

WHEREAS, at Completion, Seller will sell, transfer, assign and convey, and Purchaser will purchase, 100% of the outstanding equity interests of Enterprises and certain of its subsidiaries, including the Assignor; and

WHEREAS, the Assignor owns certain intellectual property relating to its business that Purchaser does not wish to purchase, and in connection with the Restructuring and in accordance with Schedule 9 of the SPA, the Assignor desires to distribute, transfer, assign and convey to the Assignee, and the Assignee desires to accept and assume, all of the Assignor’s right, title and interest in and to certain Intellectual Property Rights as set forth on Schedule I hereto (the “Assigned Intellectual Property”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. For good and valuable consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor hereby distributes, transfers, assigns and conveys to the Assignee all of the Assignor’s right, title and interest in and to all of the Assigned Intellectual Property, together with all goodwill associated therewith, all rights, claims and privileges of any kind related to the Assigned Intellectual Property throughout the world, including without limitation, the right to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention, and all rights, interests, claims and demands recoverable in law or equity, that the Assignor has or may have in profits and damages for past, present and future infringements or other violations of the Assigned Intellectual Property, including, without limitation, the right to compromise, sue for and collect such profits and damages, all of the foregoing to be held and enjoyed by the Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made. The Assignor hereby acknowledges and agrees that, from and after the date hereof, the Assignee shall be the exclusive owner of all of the Assignor’s right, title and interest in and to the Assigned Intellectual Property.

2. Recordation. The Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in patents, and applications, and title thereto to record the Assignee as the owner of any and all rights in and to the Assigned Intellectual Property.

3. Assignor's Representations and Warranties. The Assignor represents and warrants to the Assignee that:

(a) It is duly organized and validly existing under the laws under which it has been formed;

(b) It has full right and authority to enter into the transactions contemplated by this Agreement;

(c) The consummation of the transactions contemplated by this Agreement will not conflict with, or result in any breach or violation of, its organizational documents or any provision of any material agreement or instrument to which it is a party or by which any of its assets or property is bound; and

(d) It owns good and valid title to all of the Assigned Intellectual Property free and clear of any liens or encumbrances, other than the Encumbrances described on Schedule 2.4 of the Disclosure Letter.

4. Further Assurances. The Parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement and the Restructuring, including in respect of any Assigned Intellectual Property that is improperly registered in the name of the Assignor or its Affiliates. The Assignor further agrees, promptly upon request of the Assignee or any of its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Assignee and its successors and assigns, all right, title and interest in and to the Assigned Intellectual Property, and to cooperate and assist the Assignee in protecting said rights and any adjudication of the same.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

6. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to that body of laws pertaining to conflict of laws.

7. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the Parties with respect to the specific subject matter hereof.

8. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the Parties, will be binding upon and

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[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first set forth above.

US WORLDMEDS, LLC

By: 
Name: P. Breckinridge Jones, Sr.
Title: Chief Executive Officer

US WORLDMEDS HOLDINGS, LLC

By: 
Name: P. Breckinridge Jones, Sr.
Title: Chief Executive Officer

PatentsU.S. Patents

<u>Grantor</u>	<u>Patent/ Patent Application</u>	<u>Registration/ Application No.</u>	<u>Registration/ Filing Date</u>	<u>Expiration Date</u>
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US WorldMeds, LLC	US WORLDMEDS	5,829,279	August 6, 2019	Affidavit of Use Due August 6, 2025; Renewal Due August 6, 2029
US WorldMeds, LLC	US WORLDMEDS	5,782,106	18-June-2019	Affidavit of Use Due 6/18/2025; Renewal Due 6/18/2019
US WorldMeds, LLC	US WORLDMEDS	5,845,902	27-August-2019	Affidavit of Use Due 8/27/2025; Renewal Due 8/27/2029
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