# H \$40.00 30652<sup>·</sup>

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM633197

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
L. Perrigo Company		03/17/2021	Corporation: MICHIGAN

# **RECEIVING PARTY DATA**

Name:	ANI Pharmaceuticals, Inc.	
Street Address:	210 W. Main St.	
City:	Baudette	
State/Country:	MINNESOTA	
Postal Code:	56623	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3065274	KIONEX

# CORRESPONDENCE DATA

**Fax Number:** 3128191910

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:** 312-463-6242

**Email:** mgutierrez@polsinelli.com,jolsen@polsinelli.com

**Correspondent Name:** Monica Gutierrez/ Polsinelli PC **Address Line 1:** 150 N. Riverside Plaza, Suite 3000

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Monica Gutierrez
SIGNATURE:	/Monica Gutierrez/
DATE SIGNED:	03/19/2021

# **Total Attachments: 5**

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> TRADEMARK REEL: 007227 FRAME: 0142

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### ANNEX E

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") dated as of March 17, 2021, by and between **L. Perrigo Company**, a Michigan corporation with offices at 515 Eastern Ave., Allegan, MI 49010 ("Assignor"), and **ANI Pharmaceuticals, Inc.** ("Assignee"). This Assignment is made pursuant to that certain ANDA Purchase Agreement, dated as of the date of this Assignment by and between Assignor and Assignee (the "Purchase Agreement"). Capitalized terms not otherwise defined in this Assignment have the meanings set forth in the Purchase Agreement.

### **BACKGROUND**

WHEREAS, pursuant to that certain Purchase Agreement, Assignor has agreed to transfer, sell, convey, assign and deliver to Assignee, and Assignee has agreed to purchase, accept and assume as of the date hereof, all right, title and interest of the Product Trademark; and

WHEREAS, the Parties desire to deliver to each other such instruments as are required in order to effectuate and evidence the sale by Assignor and purchase by Assignee of the Product Trademark.

NOW, THEREFORE, subject to and in accordance with the terms and conditions of the Purchase Agreement and in consideration of the premises and in accordance with the provisions of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby each agree as follows

- 1. Assignor hereby conveys, transfers, assigns, and delivers unto Assignee, the Assignor's entire right, title, and interest in and to the trademark set forth in Schedule A (the "Mark"), together with any goodwill in connection with which the Mark is used, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other 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, together with all income, royalties or payment in respect of the Trademark due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
- 2. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Assignment.
- 3. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and

[Annex E]

TRADEMARK
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remedies, or any of the obligations and indemnifications of Assignors or Assignee set forth in the Purchase Agreement.

[Signature page follows]

4135-4068-0236.10

TRADEMARK REEL: 007227 FRAME: 0144 IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be duly executed on its behalf as of the day and year first above written.

# **ASSIGNOR**

L. PERRIGO COMPANY			
Ву:	Ray Silcock		
Name:	kaymond Si i cock		
Title:	EVP & Chief Financial Officer		
ASSIGNEE			
ANI PHARMACEUTICALS, INC.			
Ву:			
Name:			
Title.			

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be duly executed on its behalf as of the day and year first above written.

# ASSIGNOR

L. PERRIGO COMPANY
Ву:
Name:
Title:
ASSIGNEE
ANI PHARMACEUTICALS, INC.
By: //wh/_
Name: Stephen Carey

Title: Vice President and Chief Financial

Officer

[Signature Page to Trademark Assignment]

# SCHEDULE A TO ANNEX E

# **MARK**

Trademark	Registration Number	Registration Date
KIONEX	3065274	March 7, 2006

4135-4068-0236.10

**RECORDED: 03/19/2021** 

TRADEMARK REEL: 007227 FRAME: 0147