

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM657687

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WOODWARD PHARMA SERVICES LLC		07/02/2021	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTER DOMUS (US) LLC		
<b>Street Address:</b>	225 W. WASHINGTON ST.		
<b>Internal Address:</b>	9TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3423907	LOVAZA	
<b>Registration Number:</b>	2437572	1-800-AVANDIA	
<b>Registration Number:</b>	3074190	AVANDIA	
<b>Registration Number:</b>	2411346	AVANDIA	
<b>Registration Number:</b>	2413102	AVANDIA	
<b>Registration Number:</b>	2435863	AVANDIA	
<b>Registration Number:</b>	2534127	AVANDIA	
<b>Registration Number:</b>	2241060	AVANDIA	
<b>Registration Number:</b>	2437571	AVANDIA.COM	
<b>Registration Number:</b>	4003717	JALYN	
<b>Registration Number:</b>	5752845	ALLERDINE	
<b>Serial Number:</b>	90135099	HUMATIN	
<b>Registration Number:</b>	2338914	ACIPHEX	
<b>Registration Number:</b>	2980608	ACIPHEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 310-557-2900  
**Email:** KLATHROP@PROSKAUER.COM  
**Correspondent Name:** PROSKAUER ROSE LLP  
**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400  
**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	85486.007
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<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
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<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
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<b>DATE SIGNED:</b>	07/02/2021
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**Total Attachments: 6**

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source=Future Pak - Trademark Security Agreement#page5.tif  
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ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Woodward Pharma Services LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of July 2, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Alter Domus (US) LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has collaterally assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge and collaterally assign unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

**THIS ASSIGNMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT (I) AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND (II) TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

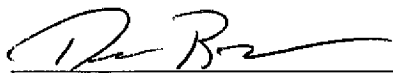
This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of

Exh. B-1

an executed counterpart of this Assignment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 2, 2021.

WOODWARD PHARMA SERVICES LLC


By:   
Name: David Risk  
Title: Operating Chairman

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications  
Owned by Woodward Pharma Services LLC

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Woodward Pharma Services LLC	United States (Federal)	LOVAZA	3,423,907	May 24, 2007	May 6, 2008	N/A
Woodward Pharma Services LLC	United States (Federal)	1-800-AVANDIA	2,437,572	May 19, 1999	March 20, 2001	N/A
Woodward Pharma Services LLC	United States (Federal)	AVANDIA	3,074,190	October 22, 2002	March 28, 2006	N/A
Woodward Pharma Services LLC	United States (Federal)	AVANDIA and Design 	2,411,346	March 18, 1999	December 5, 2000	N/A
Woodward Pharma Services LLC	United States (Federal)	AVANDIA and Design 	2,413,102	March 18, 1999	December 12, 2000	N/A

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Woodward Pharma Services LLC	United States (Federal)	AVANDIA and Design 	2,435,863	May 25, 1999	March 13, 2001	N/A
Woodward Pharma Services LLC	United States (Federal)	AVANDIA and Design 	2,534,127	February 16, 2001	Renewed January 29, 2012	N/A
Woodward Pharma Services LLC	United States (Federal)	AVANDIA	2,241,060	December 20, 1996	April 20, 1999	N/A
Woodward Pharma Services LLC	United States (Federal)	AVANDIA.COM	2,437,571	May 19, 1999	Renewed March 20, 2011	N/A
Woodward Pharma Services LLC	United States (Federal)	JALYN	4,003,717	June 18, 2010	July 26, 2011	N/A
Woodward Pharma Services LLC	United States (Federal)	ALLERDINE	5,752,845	April 3, 2018	May 14, 2019	N/A
Woodward Pharma Services LLC	United States (Federal)	HUMATTIN	90135099	December 8, 2020	N/A (Pending)	N/A
Woodward Pharma Services LLC	United States (Federal)	ACIPHEX	2338914	December 27, 1995	April 4, 2000	N/A

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Woodward Pharma Services LLC	United States (Federal)	 ACIPHEx and Design	2980608	March 25, 2004	August 2, 2005	N/A

**TRADEMARK**

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