# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM702036

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WOODWARD SPECIALTY LLC		01/13/2022	Limited Liability Company: PUERTO RICO

### **RECEIVING PARTY DATA**

Name:	ALTER DOMUS (US) LLC	
Street Address:	225 W. WASHINGTON ST.	
Internal Address:	9TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3423907	LOVAZA
Registration Number:	3074190	AVANDIA
Registration Number:	2534127	AVANDIA
Registration Number:	2241060	AVANDIA
Registration Number:	4003717	JALYN
Registration Number:	5752845	ALLERDINE
Registration Number:	6430019	HUMATIN
Registration Number:	2338914	ACIPHEX
Registration Number:	2980608	ACIPHEX

# **CORRESPONDENCE DATA**

Fax Number: 3105572193

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: 310-557-2900

KLATHROP@PROSKAUER.COM Email:

**Correspondent Name:** PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

> **TRADEMARK** REEL: 007559 FRAME: 0046

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Address Line 4: LOS	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	85486.007		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	01/13/2022		

# **Total Attachments: 5**

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TRADEMARK REEL: 007559 FRAME: 0047

#### ASSIGNMENT FOR SECURITY - - TRADEMARKS

January 13, 2022

WHEREAS, Woodward Specialty LLC (the "<u>Assignor</u>") 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 "<u>Trademarks</u>");

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

Exh. B-1

all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**RECORDED: 01/13/2022** 

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

WOODWARD SPECIALTY LLC

By:

Name: David Risk

Title: Operating Chairman

[Signature Page to Trademark Security Agreement]

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REEL: 007559 FRAME: 0050