

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nuvo Research Inc.		10/17/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	HZNP Limited		
Street Address:	21 Laffan Street		
City:	Hamilton		
State/Country:	BERMUDA		
Postal Code:	HM 09		
Entity Type:	LIMITED LIABILITY COMPANY: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3556292	PENNSAID	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2062237749		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Frances M. Jagla		
Address Line 1:	601 S.W. Second Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	126635.105		
DOMESTIC REPRESENTATIVE			
Name:	Frances M. Jagla		
Address Line 1:	601 S.W. Second Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
NAME OF SUBMITTER:	Frances M. Jagla		
SIGNATURE:	/Frances M Jagla/		
DATE SIGNED:	10/30/2014		
Total Attachments: 5			
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TRADEMARK

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is entered into as of October 17, 2014 (the “Effective Date”), by and between Nuvo Research Inc., a company incorporated in the Province of Ontario, Canada (“Seller”), and HZNP Limited, a nonresident Irish company that is a tax resident in Bermuda (“Buyer”). Seller and Buyer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Seller and the Buyer have entered into that certain Asset Purchase Agreement, dated as of October 17, 2014, pursuant to which, among other things, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer all right, title and interest of Seller in and to the Assigned Trademark (as defined below), and Buyer has agreed to purchase and accept all right, title and interest of Seller in and to the Assigned Trademark from Seller.

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

1. **Assigned Trademarks.** “Assigned Trademark” means the trademark and corresponding registration listed on Schedule 1 attached hereto.

2. **Assignment.** Seller does hereby sell, assign, transfer, convey and deliver to Buyer all right, title and interest of Seller in and to the Assigned Trademark for Buyer’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Trademark Assignment and sale had not been made, together with the goodwill symbolized by the Assigned Trademark, and all income, royalties, damages or payments due or payable on and after the Effective Date, including, without limitation, the right to sue and recover damages for past, present and future infringement or dilution of any of the Assigned Trademark.

3. **Recordation.** Seller hereby requests and authorizes the Commissioner of Patents and Trademarks to record the Buyer as the owner of the Assigned Trademark, as assignee of the entire right, title and interest in and to the same. The Buyer, at its own expense, shall have the right to record this Trademark Assignment with all applicable governmental entities so as to perfect its ownership of the Assigned Trademark.

4. **Counterparts.** This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. A faxed or electronic (i.e. PDF) signature shall be deemed original for all purposes under this Trademark Assignment.

5. **Further Assurances.** Each of the Parties hereto agrees to execute and deliver such documents, and to take such actions, as may be reasonably requested by the other Party to give effect to this Trademark Assignment and to vest, perfect, confirm, record or otherwise reflect the Parties’ rights as set forth herein.

6. **Governing Law; Submission of Jurisdiction; Waiver of Jury Trial.**

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive law of another jurisdiction. Each of the Parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the State of Delaware and the United States District Court for the District of Delaware for any action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Trademark Assignment, and agree not to commence any action, suit or proceeding (other than appeals therefrom) related thereto except in such courts. **THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the day and year first above written.

NUVO RESEARCH INC.

By: _____

Name: JOHN C. LONDON

Title: PRESIDENT & CO-CEO

HZNP LIMITED

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005391 FRAME: 0310

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the day and year first above written.

NUVO RESEARCH INC.

By: _____
Name:
Title:

HZNP LIMITED

By: *Kevin Insley*
Name: *KEVIN INSLEY*
Title: *DIRECTOR*

Schedule 1

Assigned Trademarks

Trademark	Registration Number
PENNSAID	3556292