

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Recro Pharma, Inc.		11/22/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Baudax Bio, Inc.		
Street Address:	490 Lapp Road		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87223688	ANJESO	
Serial Number:	88174417	ANJESO (MELOXICAM) INJECTION	
Serial Number:	87223738	OMCRYXA	
Serial Number:	87223802	OMZUVI	
Serial Number:	86861501	REXEVE	
Serial Number:	86861522	REXIEVE	
Serial Number:	86861551	XOLIV	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<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:	6106405800		
Email:	trademarks@stradley.com		
Correspondent Name:	Allison Z. Gifford		
Address Line 1:	Stradley Ronon Steven & Young, LLP		
Address Line 2:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
ATTORNEY DOCKET NUMBER:	189109-5000		
NAME OF SUBMITTER:	Allison Z. Gifford		
SIGNATURE:	/allison z gifford/		

CH \$190.00 87223688

DATE SIGNED:	01/28/2020
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Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into this 22nd day of November, 2019 (the "Effective Date"), by and between Recro Pharma, Inc., a Pennsylvania corporation with an address of 490 Lapp Road, Malvern PA 19355 ("Assignor"), and Baudax Bio, Inc., a Pennsylvania company with an address of 490 Lapp Road, Malvern PA 19355 ("Assignee").

WHEREAS, Assignee and Assignor have entered that certain Asset Assignment and Assumption Agreement dated November 21, 2019 (the "Asset Assignment and Assumption Agreement") pursuant to which Assignor transferred, assigned, conveyed, granted and delivered to Assignee and Assignee accepted from Assignor certain Assigned Assets, including Trademarks as defined in the Assignment and Assumption Agreement; and Assignee accepted such assignment.

WHEREAS, Assignor and Assignee desire to confirm and effectuate such assignment of the Assigned Trademarks (as defined below) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Asset Assignment and Assumption Agreement.

2. Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey, grant and set over unto Assignee, its legal representatives, successors, and assigns, and Assignee does hereby accept such assignment, transfer, conveyance, grant and set over, Assignor's entire right, title and interest in and to any and all domain names, trademarks, trademark registrations and applications to register set forth in Schedule A attached hereto including any and all applications and registrations in the United States and all foreign countries which may be granted therefore and thereon and any and all intellectual property rights inherent in and appurtenant thereto, along with all of the goodwill of the business symbolized by the foregoing (collectively, the "Assigned Trademarks"). The Assigned Trademarks shall be held and enjoyed by Assignee for its own use and benefit, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Trademarks, including the right to any damages accrued for infringement of the Assigned Trademarks prior to the date of this Agreement. The Assigned Trademarks are assigned as part of the entire business or portion thereof to which the Assigned Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

3. Acceptance of Assignment. Assignee hereby accepts the assignment, transfer and conveyance, grant and set over of the rights and properties hereby assigned, transferred and conveyed to it herein. Assignor acknowledges and agrees that, as a result of the assignment, transfer, conveyance, grant and set over set forth herein, Assignee is the owner of all right, title and interest in and to the Assigned Trademarks in any form or embodiment thereof and is also the owner of the goodwill of the business symbolized by the Assigned Trademarks.

4. Further Assurances. Upon said consideration, Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement, and that Assignor will, at any time upon request, without further or additional consideration, but at the expense of said Assignee, execute acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things as said Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for any trademarks or extensions thereof, whether in the U.S. or any foreign country, for said Assigned Trademarks, and in enforcing any rights or choses in action accruing as a result of any Assigned Trademarks, by giving testimony in any and all proceedings or transactions involving such Assigned Trademarks, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of Assignor and Assignee. The undersigned requests that any registrations that may be granted for said Assigned Trademarks be granted to said Assignee, its legal representatives, successors or assigns, as the owner of the entire right, title and interest in and to said Assigned Trademarks.

5. Recordation. Assignor hereby consents to and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all trademark registration or other documents which may be granted upon any of the Assigned Trademarks in the name of Assignee, as the assignee to the entire interest therein. Assignee shall have the right to file trademark applications for the Assigned Trademarks in any country.

6. Entire Agreement. This Agreement, together with the Asset Assignment and Assumption Agreement, constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement and the Asset Assignment and Assumption Agreement.

7. Amendments and Waiver. No modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

10. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

11. Counterparts. This Assignment may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

12. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the date set forth above.

Recro Pharma, Inc.

Assignor

By: *GA Henwood*
Name: Gerri Henwood
Title: President and Chief Executive Officer
Date:
Place:

On this 22 day of November, 2019, before me personally appeared Gerri Henwood of Recro Pharma, Inc., known to be the person named in and who executed the attached document, and acknowledged to me that she executed the same for the uses and purposes therein set forth.

SEAL


KJ Hodge
Notary Public

22 Nov 2019
Date

My commission expires 02/22/2019 2023 ^{KJH 22 Nov 2019}

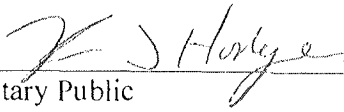
COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Kenneth J Hodge, Notary Public
Chester County
My Commission Expires 02/22/2023
Commission Number 1347292

Baudax Bio, Inc.
Assignee

By: 
Name: Ryan Lake
Title: Chief Financial Officer and Treasurer
Date:
Place:

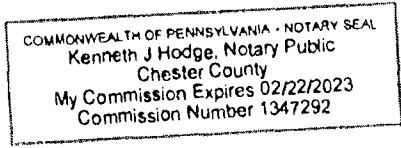
On this 22 day of November, 2019, before me personally appeared Ryan Lake of Baudax Bio, Inc., known to be the person named in and who executed the attached document, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

SEAL


Notary Public

22 Nov 2019
Date

My commission expires 02/22/2023



SCHEDULE A

TRADEMARK	CTRY	APP NO	APP DATE	REG NO	REG DATE
ANJESO	AR	3575482	23-Jan-17	2938976	30-May-18
ANJESO	WP	A0064395	20-Jan-17	1339459	20-Jan-17
ANJESO	AU	IR1339459	20-Jan-17	1838224	20-Jan-17
ANJESO	CN	IR1339459	20-Jan-17	1339459	20-Jan-17
ANJESO	CO	IR1339459	20-Jan-17	1339459	20-Jan-17
ANJESO	EM	IR1339459	20-Jan-17	1339459	20-Jan-17
ANJESO	GB	IR1339459	20-Jan-17	1339459	20-Jan-17
ANJESO	IN	IR1339459	20-Jan-17	3539489	20-Jan-17
ANJESO	JP	IR1339459	20-Jan-17	1339459	20-Jan-17
ANJESO	KR	IR1339459	20-Jan-17	1339459	20-Jan-17
ANJESO	NZ	IR1339459	20-Jan-17	1064583	20-Jan-17
ANJESO	BR	912207728	25-Jan-17	912207728	21-Aug-18
ANJESO	CA	1812536	5-Dec-16	TMA1053669	11-Sep-19
ANJESO	CL	1239210	23-Jan-17	1258001	29-Aug-17
ANJESO	MX	M1829526	7-Dec-16	1743197	17-Apr-17
ANJESO	PE	691152	23-Jan-17	251551	23-Jun-17
ANJESO	ZA	2017/02075	25-Jan-17	2017/02075	19-Nov-18
ANJESO	US	87/223688	2-Nov-16		
ANJESO (stylized)	US	88/174417	30-Oct-18		
OMCRYXA	AR	3575483	23-Jan-17	2982147	16-Apr-19
OMCRYXA	WP	A0064410	20-Jan-17	1338972	20-Jan-17
OMCRYXA	AU	IR1338972	20-Jan-17	1838104	20-Jan-17
OMCRYXA	CN	IR1338972	20-Jan-17	1338972	20-Jan-17
OMCRYXA	CO	IR1338972	20-Jan-17	1338972	20-Jan-17
OMCRYXA	EM	IR1338972	20-Jan-17	1338972	20-Jan-17
OMCRYXA	GB	IR1338972	20-Jan-17	1338972	20-Jan-17
OMCRYXA	IN	IR1338972	20-Jan-17	3536712	20-Jan-17
OMCRYXA	KR	IR1338972	20-Jan-17	1338972	20-Jan-17
OMCRYXA	NZ	IR1338972	20-Jan-17	1064511	20-Jan-17
OMCRYXA	BR	912207752	25-Jan-17	912207752	21-Aug-18
OMCRYXA	CA	1812537	5-Dec-16	TMA1054143	13-Sep-19
OMCRYXA	CL	1239209	23-Jan-17	1258000	29-Aug-17
OMCRYXA	MX	M1829534	7-Dec-16	1744795	19-Apr-17
OMCRYXA	PE	691178	23-Jan-17	251552	23-Jun-17
OMCRYXA	ZA	2017/02076	25-Jan-17	2017/02076	29-Mar-19
OMCRYXA	US	87/223738	2-Nov-16		
OMZUVI	AR	3575484	23-Jan-17	2938977	30-May-18
OMZUVI	WP	A0064406	20-Jan-17	1339460	20-Jan-17

OMZUVI	AU	IR1339460	20-Jan-17	1838225	20-Jan-17
OMZUVI	CN	IR1339460	20-Jan-17	1339460	20-Jan-17
OMZUVI	CO	IR1339460	20-Jan-17	1339460	20-Jan-17
OMZUVI	EM	IR1339460	20-Jan-17	1339460	20-Jan-17
OMZUVI	GB	IR1339460	20-Jan-17	1339460	20-Jan-17
OMZUVI	IN	IR1339460	20-Jan-17	3540127	20-Jan-17
OMZUVI	JP	IR1339460	20-Jan-17	1339460	20-Jan-17
OMZUVI	KR	IR1339460	20-Jan-17	1399460	20-Jan-17
OMZUVI	NZ	IR1339460	20-Jan-17	1064584	20-Jan-17
OMZUVI	BR	912207779	25-Jan-17	912207779	21-Aug-18
OMZUVI	CA	1812539	5-Dec-16	TMA1054144	13-Sep-19
OMZUVI	CL	1239211	23-Jan-17	1258128	30-Aug-17
OMZUVI	MX	1829533	7-Dec-16	1743201	17-Apr-17
OMZUVI	PE	691151	23-Jan-17	251245	16-Jun-17
OMZUVI	ZA	2017/02077	25-Jan-17	2017/02077	29-Mar-19
OMZUVI	US	87/223802	2-Nov-16		
REXEVE	AR	3492386	5-Apr-16	2979348	22-Mar-19
REXEVE	WP	A0057614	24-Mar-16	1296774	24-Mar-16
REXEVE	AU	IR1296774	24-Mar-16	1767471	24-Mar-16
REXEVE	CN	IR1296774	24-Mar-16	1296774	24-Mar-16
REXEVE	IN	IR1296774	24-Mar-16	3345230	24-Mar-16
REXEVE	JP	IR1296774	24-Mar-16	1296774	24-Mar-16
REXEVE	MX	1752288- IR1296774	24-Mar-16	1848442	20-Feb-18
REXEVE	NZ	IR1296774	24-Mar-16	1042006	24-Mar-16
REXEVE	CA	1774513	29-Mar-16	TMA1053668	11-Sep-19
REXEVE	CL	1197328	28-Mar-16	1234944	25-Jan-17
REXEVE	EM	15291081	29-Mar-16	15291081	27-Jul-16
REXEVE	PE	655862	30-Mar-16	239751	27-Jul-16
REXEVE	ZA	2016/08497	30-Mar-16	2016/08497	30-Mar-18
REXEVE	US	86/861501	30-Dec-15		
REXIEVE	AR	3492387	5-Apr-16	2979349	22-Mar-19
REXIEVE	WP	A0057613	24-Mar-16	1296784	24-Mar-16
REXIEVE	AU	IR1296784	24-Mar-16	1767475	24-Mar-16
REXIEVE	CN	IR1296784	24-Mar-16	1296784	24-Mar-16
REXIEVE	CO	IR1296784	24-Mar-16	1296784	24-Mar-16
REXIEVE	IN	IR1296784	24-Mar-16	3345227	24-Mar-16
REXIEVE	JP	IR1296784	24-Mar-16	1296784	24-Mar-16
REXIEVE	MX	IR1296784- 1752291	24-Mar-16	1848443	20-Feb-18
REXIEVE	NZ	IR1296784	24-Mar-16	1042009	24-Mar-16
REXIEVE	CA	1774511	29-Mar-16	TMA1053667	11-Sep-19

REXIEVE	CL	1197330	28-Mar-16	1235850	2-Feb-17
REXIEVE	EM	15291099	29-Mar-16	15291099	20-Jul-16
REXIEVE	ZA	2016/08498	30-Mar-16	2016/08498	26-Jan-18
REXIEVE	US	86/861522	30-Dec-15		

Trademark	Country	Reg. No. / App. No.
XERIV	South Africa	2016/08499
XERIV	Mexico	IR1296782
XERIV	New Zealand	IR1296782
XERIV	Int'l Registration - Madrid Protocol Only	A0057610
XERIV	Japan	IR1296782
XERIV	Canada	1774501
XERIV	Brazil	910827699
XERIV	Argentina	3492389
XERIV	Australia	IR1296782
XERIV	Chile	1226226 / 1197324
XERIV	China (People's Republic)	IR1296782
XERIV	India	IR1296782
XERIV	European Union (Community)	015278351
XOLIV	European Union (Community)	015278344
XOLIV	India	IR1296783
XOLIV	Colombia	IR1296783
XOLIV	Chile	1197326
XOLIV	China (People's Republic)	IR1296783
XOLIV	Australia	IR1296783
XOLIV	Argentina	2887224 / 3492388
XOLIV	Brazil	910827753
XOLIV	Canada	1774508
XOLIV	Japan	IR1296783
XOLIV	Int'l Registration - Madrid Protocol Only	A0057612
XOLIV	New Zealand	IR1296783
XOLIV	Mexico	IR1296783
XOLIV	Korea, Republic of	IR1296783
XOLIV	South Africa	2016/08500
XOLIV	United States of America	86/861,551