

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM576603

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	04/18/2020		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vertical Pharmaceuticals, LLC		05/08/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RVL Pharmaceuticals, Inc.		
<b>Street Address:</b>	400 Crossing Boulevard		
<b>City:</b>	Bridgewater		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08807		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88791275	EYJUVID	
<b>Serial Number:</b>	88791314	EYJUVESS	
<b>Serial Number:</b>	88791296	UPNEEQ	
<b>Serial Number:</b>	88791327	EUVALYF	
<b>Serial Number:</b>	88791307	UPVEMY	
<b>Serial Number:</b>	88791338	ULCIMBI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>			
<b>Phone:</b>	212-596-9287		
<b>Email:</b>	ustrademarkmail@ropesgray.com		
<b>Correspondent Name:</b>	Nicole Mollica, Ropes & Gray LLP		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	104426-1000-010		
<b>NAME OF SUBMITTER:</b>	Nicole Mollica		
<b>SIGNATURE:</b>	/nicole mollica/		

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<b>DATE SIGNED:</b>	05/15/2020
<b>Total Attachments: 3</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

## **CONFIRMATORY TRADEMARK ASSIGNMENT**

This Confirmatory Trademark Assignment (“Assignment”), effective as of April 18, 2020 (the “Effective Date”), is made from Vertical Pharmaceuticals, LLC, a Delaware limited liability company with an address of 400 Crossing Boulevard, Bridgewater, NJ 08807 (“Assignor”), to RVL Pharmaceuticals, Inc., a Delaware corporation, with an address of 400 Crossing Boulevard, Bridgewater, NJ 08807 (“Assignee”).

WHEREAS, Assignor applied to register the trademarks set forth on Exhibit A attached hereto (the “Trademarks”) on February 10, 2020 with the United States Patent and Trademark Office (“USPTO”);

WHEREAS, the applications for such Trademarks as filed with the USPTO (“Applications”) contained certain minor clerical errors, namely, (a) Assignor’s state where legally organized was inadvertently identified as New Jersey rather than Delaware, (b) solely with respect to U.S. Application Serial no. 88/791,327, the state in Assignor’s address was inadvertently identified as New Hampshire rather than New Jersey, and (c) solely with respect to U.S. Application Serial no. 88/791,307, the town in Assignor’s address was inadvertently identified as Tinton Falls rather than Bridgewater;

WHEREAS, the clerical errors identified above are correctable errors, as there was no existing entity at the time of filing the Applications that matched the details as actually typed in such Applications;

WHEREAS, following the filing of the Applications, Assignee became the successor to the portion of Assignor’s business to which the Trademarks pertain, which business is (and has been as of the Effective Date) ongoing and existing;

WHEREAS, on April 6, 2020, Assignee changed its name from RevitaLid, Inc., a Delaware corporation, to RVL Pharmaceuticals, Inc., a Delaware corporation;

WHEREAS, as of the Effective Date, Assignor has assigned its rights in the Trademarks, together with the goodwill of the business symbolized by and associated with such Trademarks, to Assignee; and

WHEREAS, in order to effect the ownership of rights as described above and to facilitate recordation and registration of Assignee’s rights in the Trademarks and associated goodwill, the parties have agreed to enter into this Confirmatory Trademark Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Nunc pro tunc effective as of the Effective Date, Assignor hereby sells, assigns, and transfers to Assignee all of Assignor’s worldwide rights, title, and interests in and to the Trademarks, together with the goodwill of the business symbolized by and associated therewith, including without limitation the Applications and any and all other applications and

registrations for the Trademarks, all common law rights in and to the Trademarks, and all rights to sue for past, present, and future infringement and misappropriation of the Trademarks (collectively, the “Assigned Rights”).

2. Recordation. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in trademark registrations and applications, to record Assignee as the assignee and owner of any and all of the Assigned Rights.

3. Further Assurances. At the reasonable request of Assignee and at Assignee’s expense, Assignor will execute and deliver and will cause to be executed and delivered such instruments of transfer, conveyance, assignment, and confirmation, and will take such actions as Assignee may reasonably deem necessary, in order to effectively transfer, contribute, assign, and deliver to Assignee all of the Assigned Rights.

4. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. An executed signature page of this Assignment delivered by facsimile or PDF transmission will be as effective as an original executed signature page.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the Effective Date.

**VERTICAL PHARMACEUTICALS, LLC**

By: Christopher Klein  
Name: Christopher Klein  
Title: General Counsel and Secretary  
Date: May 8, 2020

Accepted by:

**RVL PHARMACEUTICALS, INC.**

By: Christopher Klein  
Name: Christopher Klein  
Title: General Counsel and Secretary  
Date: May 8, 2020

**Exhibit A**

EYJUVID (U.S. Appl. Ser. No. 88/791,275)

EYJUVESS (U.S. Ser. No. 88/791,314)

UPNEEQ (U.S. Appl. Ser. No. 88/791,296)

EUVALYF (U.S. Appl. Ser. No. 88/791,327)

UPVEMY, U.S. Appl. Ser. No. 88/791,307)

ULCIMBI (U.S. Appl. Ser. No. 88/791,338)

Exhibit A to Confirmatory Trademark Assignment