

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avadel Legacy Pharmaceuticals, LLC		06/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Exela Sterile Medicines LLC		
Street Address:	1245 Blowing Rock Blvd		
City:	Lenoir		
State/Country:	NORTH CAROLINA		
Postal Code:	28645		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5055498	AKOVAZ	
Registration Number:	4433582	BLOXIVERZ	
Registration Number:	4704141	VAZCULEP	
CORRESPONDENCE DATA			
Fax Number:	6172890804		
<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:	2025361751		
Email:	doakes@brownrudnick.com		
Correspondent Name:	Peter J. Willsey, Brown Rudnick LLP		
Address Line 1:	601 Thirteenth Street NW Suite 600		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	031378.0014(TM Assignment)		
NAME OF SUBMITTER:	Peter J. Willsey		
SIGNATURE:	/Peter J. Willsey/		
DATE SIGNED:	06/30/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 30, 2020 by and between Exela Sterile Medicines LLC, a Delaware limited liability company ("Assignee"), and Avadel Legacy Pharmaceuticals, LLC, a Delaware limited liability company ("Assignor"). Both Assignor and Assignee are collectively referred to herein as the "Parties".

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 30, 2020 by and among Assignor, Assignee, Exela Holdings, Inc. and Avadel US Holdings, Inc. (the "Purchase Agreement") pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase, among other assets, all of the trademarks and trademark applications set forth on the attached Schedule 1 (the "Assigned Trademarks").

WHEREAS, Assignor is the sole and exclusive owner of the right, title and interest in, to and under the Assigned Trademarks, and Assignee wishes to acquire and Assignor wishes to transfer to Assignee all right, title and interest in, to and under the Assigned Trademarks.

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

1. Assignment of Assigned Trademarks. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee any and all right, title and interest Assignor holds, or may hold, in and to the Assigned Trademarks in the United States of America and its territories, commonwealths, possessions and associated states, including the District of Columbia and the Commonwealth of Puerto Rico (the "Territory"), including the goodwill of the business in connection with which said marks are used and which is symbolized by said marks, together with all rights derived therefrom and any registrations in the Territory and applications therefor, including, without limitation, statutory, common law and contractual rights, in, to and under the Assigned Trademarks that are or may be secured under the laws of the Territory, now or hereafter arising or in effect, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all rights to collect income, royalties, damages and payments in connection with any of the foregoing, including, without limitation, in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.

2. Recordation of Assignment. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Trademarks.

3. Further Assistance. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request to effectuate and implement this Assignment.

4. Counterparts. This Assignment may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

5. Governing Law. This Assignment is governed by and is to be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the laws of conflict that might otherwise apply.


6. Construction. This Assignment is subject to the terms and provisions of the Agreement and in the event of a conflict between this Assignment and the Agreement, the terms of the Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR

Avadel Legacy Pharmaceuticals, LLC

By: 
Name: Gregory J. Divis
Title: President

ASSIGNEE

Exela Sterile Medicines LLC

By: _____
Name: Phanesh Koneru
Title: CEO and President

[Signature Page to Exela-Avadel Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR

Avadel Legacy Pharmaceuticals, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE

Exela Sterile Medicines LLC

By:  _____
Name: Phanesh Koneru
Title: CEO and President

SCHEDULE 1

ASSIGNED TRADEMARKS

Mark	Status/USPTO Reg. No.	Registration Date
AKOVAZ	5055498	4-Oct-16
BLOXIVERZ	4433582	12-Nov-13
VAZCULEP	4704141	17-Mar-15