

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVADEL LEGACY PHARMACEUTICALS, LLC		07/01/2021	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:	6178568201		
<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:	6178568200		
Email:	ip@brownrudnick.com		
Correspondent Name:	Brown Rudnick LLP		
Address Line 1:	One Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Matthew P. York		
SIGNATURE:	/Matthew P. York/		
DATE SIGNED:	07/02/2021		
Total Attachments: 3			
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TRADEMARK RELEASE AND REASSIGNMENT

This TRADEMARK RELEASE AND REASSIGNMENT is made as of July 1, 2021, by Avadel Legacy Pharmaceuticals, LLC (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in that certain Purchase Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement dated as of June 30, 2020 (the “Purchase Agreement”), by and among Exela Sterile Medicines LLC, (the “Borrower”), and the Secured Party, the Borrower agreed to Monthly Payment obligations under the Purchase Agreement, including without limitation Section 3.01(b) thereof upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Purchase Agreement, Borrower granted and assigned a security interest to Secured Party, for the benefit of the Secured Party, in the Trademark Collateral (as set out in Schedule 1 attached hereto) (the “Assignment”);

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on June 30, 2020 at Reel: 6985, Frame: 0528; and

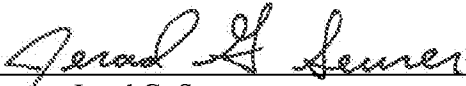
WHEREAS, the Borrower has requested that Secured Party release its security interest in the Trademark Collateral and reassign any and all rights in the same to the Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates, cancels, releases and discharges, all of its security interest in the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule 1 hereto, whether granted pursuant to the Purchase Agreement or any other agreement or document delivered in connection with the Purchase Agreement.
2. Secured Party hereby reassigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest (if any) in and to the Trademark Collateral.
3. Secured Party agrees, at the expense of the Borrower, to cooperate with the Borrower and to provide the Borrower with any information and additional authorization reasonably required to effect the release of Secured Party’s security interests in the Trademark Collateral.
4. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

AVADEL LEGACY PHARMACEUTICALS, LLC

By: 
Name: Jerad G. Seurer
Title: Secretary

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner/Grantor	Status
AKOVAZ	United States	86-612,113 04/28/2015	5,055,498 10/04/2016	EXELA STERILE MEDICINES LLC	Registered
BLOXIVERZ	United States	85-686,242 07/25/2012	4,433,582 11/12/2013	EXELA STERILE MEDICINES LLC	Registered
VAZCULEP	United States	85-679,127 07/17/2012	4,704,141 03/17/2015	EXELA STERILE MEDICINES LLC	Registered