

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mayne Pharma LLC		04/06/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dr. Reddy's Laboratories SA		
Street Address:	Elisabethenanlage 11		
City:	Basel		
State/Country:	SWITZERLAND		
Postal Code:	4051		
Entity Type:	Company: SWITZERLAND		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	90165336	AMETHIA	
Serial Number:	78555788	AZURETTE	
Serial Number:	76274761	CAMILA	
Serial Number:	78612508	CAZIANANT	
Serial Number:	76317691	ERRIN	
Serial Number:	72344966	ESGIC	
Serial Number:	90826539	JEWELLA	
Serial Number:	76505310	LEENA	
Serial Number:	74034321	LEVORA	
Serial Number:	75600524	LOW-OGESTREL	
Serial Number:	78522018	LUTERA	
Serial Number:	75697147	MICROGESTIN	
Serial Number:	74536810	NECON	
Serial Number:	90094626	NYMYO	
Serial Number:	78612498	SRONYX	
Serial Number:	76527714	TILIA	
Serial Number:	73378012	TRI-NORINYL	
Serial Number:	74399273	TRIVORA	
Serial Number:	75581231	ZEBUTAL	

OP \$515.00 90165336

Property Type	Number	Word Mark
Serial Number:	74393575	ZOVIA

CORRESPONDENCE DATA

Fax Number: 9086547866

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.

Phone: 908-654-5000

Email: trademark@lernerdavid.com

Correspondent Name: Paul H. Kochanski

Address Line 1: Lerner David LLP

Address Line 2: 20 Commerce Drive

Address Line 4: Cranford, NEW JERSEY 07016

DOMESTIC REPRESENTATIVE

Name: Paul H. Kochanski

Address Line 1: Lerner David LLP

Address Line 2: 20 Commerce Drive

Address Line 4: Cranford, NEW JERSEY 07016

NAME OF SUBMITTER: Patty Kahana

SIGNATURE: /Patty Kahana/

DATE SIGNED: 04/25/2023

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (including the exhibits hereto, the “**Agreement**”) is entered into, dated April 6, 2023, by and between Mayne Pharma LLC, a Delaware limited liability company (the “**Assignor**”) and Dr. Reddy’s Laboratories SA, a Swiss company (the “**Assignee**”).

RECITALS

WHEREAS, Assignor, Parent and Assignee have entered into a certain Asset Purchase Agreement, dated February 26, 2023 (hereinafter the “**APA**”), pursuant to which the Assignor has agreed to sell, assign, convey, transfer and deliver, and Assignee has agreed to purchase any and all Transferred Trademarks (as defined in the APA), including those trademarks and corresponding registrations, applications and filings listed in Exhibit A attached hereto, and all goodwill associated therewith. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the APA; and

WHEREAS, Assignor desires to provide a document reflecting the assignment of all of its and its Affiliates right, title, and interest in and to the Transferred Trademarks to Assignee for the purposes of recording such assignment at the various intellectual property registries.

AGREEMENT

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

1. Assignor, on behalf of itself and its Affiliates, hereby irrevocably sells, assigns, conveys, transfers and delivers to Assignee and its successors, assigns and other legal representatives, and Assignee hereby acquires and accepts from Assignor, all right, title and interest in and to the following: (a) the Transferred Trademarks, including without limitation any renewals thereof, together with all of the goodwill of the business symbolized by or associated therewith, and together with (i) all common law rights thereto; (ii) the right to prosecute, maintain and defend the Transferred Trademarks before the United States Patent and Trademark Office; and (iii) the right, if any, to claim priority based on the filing dates of any of the Transferred Trademarks under the Paris Convention, and all other treaties of like purposes; and (b) all rights to causes of action (whether known or unknown or whether currently pending, filed or otherwise) under, or on account of, any of the Transferred Trademarks, including the right to sue for past, present and future infringement, dilution or other violation of the Transferred Trademarks and obtain in connection therewith (i) damages; (ii) injunctive relief; and (iii) any other remedies of any kind; with all of the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives to the end of the term or terms for which the Transferred Trademarks are granted, reissued, renewed, extended or revived as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. Assignor will use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or reasonably requested to consummate the transfer contemplated by this Agreement, and to perfect the title to any rights in the Transferred Trademarks with respect to any and all jurisdictions in which the Transferred Trademarks are registered or in which applications within the Transferred Trademarks are filed. Assignor and Assignee each hereby agree to execute and deliver any and all documents and instruments, certificates, agreements, and other writings of transfer, assignment, assumption or novation and to perform such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the furtherance of the purposes of this Agreement and transactions contemplated by this Agreement.

3. Assignee shall be responsible for all costs, including all filing costs and external fees, associated with recordation and/or registration of this Agreement or any other document evidencing the assignment from each Assignor to Assignee of the Transferred Trademarks. Assignor hereby authorizes and requests the United States Patent and Trademark Office, to record Assignee as the purchaser and owner of the Transferred Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement

4. Nothing in this Agreement shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the APA or any liability or obligation of the Assignor or Assignee arising under the APA, which shall govern the representations, warranties and obligations of the parties with respect to the Transferred Trademarks. In any event that any of the provisions of this Agreement are determined to conflict with the terms of the APA, the terms of the APA shall control.

5. This Agreement shall enter into force upon signature by both parties, but not prior to the Closing Date of the APA.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. Each Party agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the APA, exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in New York City and the appropriate appellate courts therefrom (the "**Chosen Courts**"), and solely in connection with claims arising under this Agreement and the APA, (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party and (d) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 9.2 of the APA. Each Party irrevocably designates C.T. Corporation as its agent and attorney-in-fact for the acceptance of service of process and making an appearance on its behalf in any such claim or proceeding and for the taking of all such acts as may be necessary or appropriate in order to confer jurisdiction over it before the Chosen Courts and each Party stipulates that such consent and appointment is irrevocable and coupled with an interest. Each Party irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the APA.

8. This Agreement may be executed in one or more counterparts, including electronic transmission or facsimile counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, The Assignor and Assignee have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

ASSIGNOR
MAYNE PHARMA LLC

DocuSigned by:
Kimberly Parker
By: _____
FDCF3C390996490...
Name: Kimberly Parker
Title: Authorized Signatory

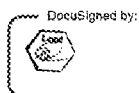
[Signature Page to Trademark Assignment Agreement]

TRADEMARK
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IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

ASSIGNEE
DR. REDDY'S LABORATORIES SA

DocuSigned by:
By: **Samim Ahmed Ranju**
Name: Samim Ahmed Ranju
Title: Head Legal & Compliance, Europe



DocuSigned by:
By: **Sameer Natu**
Name: Sameer Natu
Title: Director

[Signature Page to Trademark Assignment Agreement]

Exhibit A

Transferred Domains

1. Haloette.com
2. Haloettering.com

Transferred Trademarks

Trademark	Classes	Country	Registration	Filing Date	Filing Number	Registration Number	Next Renewal Due
AMETHIA	5	United States of America	Registered	08/09/2020	90/165336	6301209	23/03/2031
AZURETTE	5	United States of America	Registered	28/01/2005	78/555788	3600154	31/03/2029
CAMILA	5	United States of America	Registered	20/06/2001	76/274761	2730140	24/06/2033
CAZANT	5	United States of America	Registered	20/04/2005	78/612508	3652644	07/07/2029
ERRIN	5	United States of America	Registered	26/09/2001	76/317691	2727955	17/06/2023
ESGIC	5	United States of America	Registered	01/12/1969	72/344966	919261	31/08/2031
JEWELLA	5	United States of America	Pending-Allowed	13/07/2021	90/826539		
LEENA	5	United States of America	Registered	09/04/2003	76/505310	2998666	20/09/2025
LEVORA	5	United States of America	Registered	05/03/1990	74/034321	1746284	12/01/2033
LOW-OGESTREL	5	United States of America	Registered	01/12/1998	75/600524	2371732	25/07/2030
LUTERA	5	United States of America	Registered	23/11/2004	78/522018	3096791	23/05/2026
MICROGESTIN	5	United States of America	Registered	04/05/1999	75/697147	2598441	23/07/2032
NECON	5	United States of America	Registered	13/06/1994	74/536610	1984578	02/07/2026
NYMYO	5	United States of America	Registered	05/08/2020	90/094626	6366234	25/05/2031
SRONYX	5	United States of America	Registered	20/04/2005	78/612498	3195109	02/01/2027
TILIA	5	United States of America	Registered	03/07/2003	76/527714	3427250	13/05/2028
TRI-NORINYL	5	United States of America	Registered	02/08/1982	73/378012	1274091	17/04/2024
TRIVORA	5	United States of America	Registered	04/06/1993	74/399273	1865534	06/12/2024
ZEBUTAL	5	United States of America	Registered	02/11/1998	75/581231	2416322	26/12/2020
ZOVIA	5	United States of America	Registered	24/05/1993	74/393575	1993743	13/08/2026

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RECORDED: 04/25/2023