

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mt. Romance Australia Pty. Ltd.		12/13/2011	CORPORATION: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Santalís Pharmaceuticals, Inc.		
Street Address:	12621 Silicon Drive		
Internal Address:	Suite 100		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78249		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4191482	SANTALIA	
Registration Number:	4191481	SANTALIA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	520-629-4429		
Email:	jlarken@irlaw.com		
Correspondent Name:	Joan Larken		
Address Line 1:	Lewis and Roca LLP, One South Church Ave		
Address Line 2:	Suite 700		
Address Line 4:	Tucson, ARIZONA 85701		
ATTORNEY DOCKET NUMBER:	52489.00004		
NAME OF SUBMITTER:	Joan Larken		

OP \$65.00 4191482

Signature:	/jlarken/
Date:	11/26/2012
<p>Total Attachments: 13</p> <p>source=Santalia Assignment#page1.tif source=Santalia Assignment#page2.tif source=Santalia Assignment#page3.tif source=Santalia Assignment#page4.tif source=Santalia Assignment#page5.tif source=Santalia Assignment#page6.tif source=Santalia Assignment#page7.tif source=Santalia Assignment#page8.tif source=Santalia Assignment#page9.tif source=Santalia Assignment#page10.tif source=Santalia Assignment#page11.tif source=Santalia Assignment#page12.tif source=Santalia Assignment#page13.tif</p>	

**EXHIBIT D**

**Form of Trademark Assignment**

## EXHIBIT D

### **Trademark Assignment and License Back Agreement**

This Trademark Assignment and License Back Agreement (this "**Trademark Agreement**") is made and entered into as of December 13, 2011 (the "**Effective Date**") by and between TFS Corporation, Ltd., an Australian corporation ("**Investor**"), and Santalis Pharmaceuticals, Inc., a Texas corporation ("**Company**").

WHEREAS, Investor's wholly owned subsidiary, Mt. Romance Australia Pty. Ltd. ("**Mt. Romance**"), owns all right, title and interest in and to the trademarks listed in the attached **Exhibit D-1** (collectively, the "**Santalia Marks**"); and

WHEREAS, pursuant to the Common Stock Purchase Agreement (the "**Purchase Agreement**") to which this Trademark Agreement is an Exhibit, Company is entitled to a complete assignment of Mt. Romance's rights in and to the Santalia Marks throughout the world, and Investor is entitled to a license back of the Santalia Marks for Australia only;

NOW THEREFORE, in consideration of the Purchase Agreement and the mutual covenants, promises, and undertakings set forth herein, Investor and Company have agreed and do hereby agree to the following terms:

1. Assignment of the Santalia Marks. Investor shall cause Mt. Romance to transfer and assign to Company all of Mt. Romance's right, title, and interest in and to the Santalia Marks throughout the world, including without limitation all trademark rights and goodwill associated therewith that Mt. Romance may have acquired or otherwise obtained through use of the Santalia Marks or otherwise, as well as any other applications or registrations which may be issued to Mt. Romance covering the Santalia Marks, whether state or federal, domestic or foreign. To effectuate the transfer and assignment referenced in this paragraph, Investor shall cause Mt. Romance to execute the assignment in the form attached hereto as **Exhibit D-2** which shall be effective as of the Effective Date (the "**Assignment**"). If and to the extent Investor has any right, title, or interest in or to the Santalia Marks or any applications or registrations for the same, Investor hereby assigns to Company all such right, title, and interest, together with the goodwill associated therewith, throughout the world, including without limitation the right to recover for past infringement of the Santalia Marks. Investor hereby agrees to execute, and cause all persons under its control (including Mt. Romance) to execute, any further documents that may be necessary or desirable to effectuate the full transfer to Company of all rights in and to the Santalia Marks that may be held by Investor, Mt. Romance, or any other party under Investor's control. Investor, on behalf of itself and Mt. Romance, represents and warrants that (a) it has the legal right to grant to Company the assignment granted herein and that it has not assigned, transferred, or otherwise conveyed any interest in or to the Santalia Marks to any other person; (b) the Santalia Marks are valid and enforceable in connection with the goods and services listed in Exhibit D-1 in the respective countries listed therein; (c) the use of the Santalia Marks in connection with the goods and services listed in Exhibit D-1 does not infringe upon the rights of any third party in the respective countries listed therein; and (d) no other person has any rights in

or to the Santalia Marks in connection with the goods and services listed in Exhibit D-1 in the respective countries listed therein.

2. License-Back. Company hereby grants to Investor a perpetual, exclusive as to third parties, non-transferable, royalty-free license (the "**License**") to use the Santalia Marks in connection with Investor's goods and services within the limited territory of Australia only. Investor shall not have any right to use the Santalia Marks in connection with any goods or services outside of Australia. This License shall commence on the Effective Date and, unless sooner terminated as provided herein, shall run perpetually. Investor acknowledges and agrees that it shall not sublicense the Santalia Marks.

- 2.1 Quality Control. Investor agrees that the nature and quality of all goods and services provided by Investor in the exercise of its License shall conform to standards set by Company, but in no event shall the nature and quality of the goods or services be less than the reasonable and customary practices and standards used within the industry. Investor acknowledges that it is critical that the goodwill of the Santalia Marks be protected and enhanced, and, toward that end, Investor agrees that it will not (a) attack the title or any rights of Company in or to the Santalia Marks; (b) misuse the Santalia Marks; (c) take any action that would bring the Santalia Marks into public disrepute; or (d) take any action that would tend to destroy or diminish the goodwill in the Santalia Marks.
- 2.2 Notices. Investor agrees that, if and to the extent required or permitted by applicable law, Investor shall provide appropriate notice that Investor's use of the Santalia Marks is under license from Company and shall provide appropriate notice of applicable registrations for the Santalia Marks.
- 2.3 Termination. Company may terminate the License immediately by delivery of notice to Investor at any time if one or more of the following events shall occur:
  - (a) Investor shall fail to comply with any of its obligations hereunder in any material respect and fail to cure the same within thirty (30) days of Investor's receipt of written notice of such failure;
  - (b) Investor shall fail to use the Santalia Marks in Australia within any consecutive twelve (12) month period; or
  - (c) Investor enters into any voluntary or involuntary bankruptcy, receivership, or similar insolvency proceeding, makes an assignment for the benefit of creditors, or otherwise becomes unable to pay its bills or substantially ceases to do business.
- 2.4 Ownership. It is understood and agreed that, during the term of the License and thereafter, Company shall retain exclusive title to and ownership of the Santalia Marks and all applications and registrations thereof and that no title to or ownership of the Santalia Marks or any applications or registrations

thereof is hereby transferred to Investor. All use by Investor of the Santalia Marks shall inure to the benefit of Company. Investor shall not seek to register (and will prevent persons under its control from seeking to register) the Santalia Marks, whether in its own name or any other name, without the prior written consent of the Company. Investor shall reasonably cooperate with Company, at Company's expense, in filing, prosecuting, and maintaining applications and registrations for the Santalia Marks in Australia, including without limitation supplying applicable specimens of use and executing applicable documents.

- 2.5 Enforcement. Investor shall promptly notify Company of any infringement or dilution of the Santalia Marks in Australia of which Investor becomes aware and shall reasonably cooperate with Company, at Company's expense, in seeking to stop such infringement or dilution. Investor shall not undertake any enforcement action with respect to the Santalia Marks without the prior written consent of Company. Any recoveries from any enforcement action against any infringement or dilution of the Santalia Marks in Australia shall belong solely to Company; provided, however, that if Investor and Company agree to share the costs associated with such enforcement, any recoveries from such enforcement shall be shared by Investor and Company in proportion to their respective shares of the costs, and provided further that Company shall not have any obligation to permit Investor to share in such costs or recoveries.
- 2.6 Indemnification. Investor agrees to indemnify, defend, and hold harmless the Company and its officers, directors, shareholders, employees, agents, and representatives (each a "**Company Indemnified Party**") from and against all claims, demands, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs (collectively, "**Claims**"), relating to injury, illness, or death or damage to real or personal property caused in whole or in part by (i) the manufacture, sale, promotion, distribution, contact with, use, provision, and/or consumption of any product or service provided by the Investor in the exercise of the License, including without limitation any product liability, strict product liability, or any variation thereof, (ii) the breach by Investor of any of its obligations, warranties, or representations under this agreement, or (iii) the negligence or intentional misconduct of Investor or its officers, directors, shareholders, employees, agents, and representatives.
- 2.7 Disclaimer. Inasmuch as Company has only those rights in the Santalia Marks that are assigned to Company from Investor or Mt. Romance pursuant to this Trademark Agreement, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SANTALIA MARKS IN CONNECTION WITH THE LICENSE, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING

WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

3. Miscellaneous.

- 3.1 Governing Law. THIS TRADEMARK AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE INTERNAL LAWS OF THE STATE OF TEXAS AS APPLIED TO AGREEMENTS ENTERED INTO AMONG TEXAS RESIDENTS TO BE PERFORMED ENTIRELY WITHIN TEXAS, WITHOUT REGARD TO CONFLICT OF LAWS RULES.
- 3.2 Survival of Representations and Warranties. The representations and warranties of Investor contained herein or made pursuant to this Trademark Agreement shall survive the execution and delivery of this Trademark Agreement.
- 3.3 Successors and Assigns; No Third Party Beneficiaries. Except as otherwise provided herein, the provisions of this Trademark Agreement shall inure to the benefit of, and be binding upon, the respective successors, assigns, heirs, executors and administrators of the parties to this Trademark Agreement; provided that Investor may not assign any right or obligation under this Trademark Agreement without the prior express written consent of Company. Nothing in this Trademark Agreement, express or implied, is intended to confer upon any party other than the parties to this Trademark Agreement or their respective permitted successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Trademark Agreement, except as expressly provided in this Trademark Agreement.
- 3.4 Entire Agreement. This Trademark Agreement, including the exhibits and schedules attached to this Trademark Agreement, and the other documents delivered pursuant to this Trademark Agreement constitute the full and entire understanding and agreement among the parties with regard to the subject matter hereof and thereof, and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein.
- 3.5 Amendment; Waiver, Etc. Except as expressly provided herein, neither this Trademark Agreement nor any term of this Trademark Agreement may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.
- 3.6 Notices. All notices and other communications required or permitted under this Trademark Agreement shall be in writing and shall be delivered personally by hand or by courier, mailed by United States first-class mail,

postage prepaid, sent by facsimile or sent by electronic mail directed (a) if to Investor, at Investor's address, facsimile number or electronic mail address set forth on Investor's signature page to this Trademark Agreement, or at such other address, facsimile number or electronic mail address as Investor may designate by ten (10) days' advance written notice to Company or (b) if to Company, to its address, facsimile number or electronic mail address set forth on its signature page to this Trademark Agreement and directed to the attention of the President, or at such other address, facsimile number or electronic mail address as Company may designate by ten (10) days' advance written notice to Investor. All such notices and other communications shall be effective or deemed given or received upon the earlier of personal delivery, the date of mailing, confirmation of facsimile transfer or confirmation of electronic mail delivery.

- 3.7 Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Trademark Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- 3.8 Severability. In the event any provision of this Trademark Agreement is determined to be invalid or unenforceable, such provision shall be deemed severed from the remainder of this Trademark Agreement and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and shall not cause the invalidity or unenforceability of the remainder of this Trademark Agreement; provided that no such severability and replacement shall be effective if it materially changes the economic benefit of this Trademark Agreement to any party.
- 3.9 Interpretation. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation," and the word "or" shall not be applied in its exclusive sense. The titles and subtitles used in this Trademark Agreement are used for convenience only and are not considered in construing or interpreting this Trademark Agreement. Whenever required by the context, as used in this Trademark Agreement, the singular shall include the plural and the neuter shall include the masculine and feminine, and vice versa.
- 3.10 Counterparts. This Trademark Agreement may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one instrument.
- 3.11 Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Trademark Agreement may be executed by one or more parties to this Trademark Agreement, and an executed copy of this Trademark Agreement may be delivered by one or more parties to this Trademark Agreement by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen,

and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party to this Trademark Agreement, all parties to this Trademark Agreement agree to execute an original of this Trademark Agreement as well as any facsimile, telecopy or other reproduction of this Trademark Agreement.

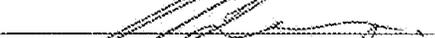
[signature page follows]

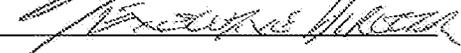
IN WITNESS WHEREOF, the parties have executed this Trademark Agreement on the date first set forth above.

**Investor**

TFS Corporation, Ltd.,  
an Australian corporation

By: 

Name: 

Title: 

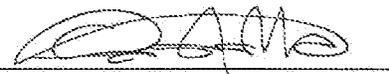
Address:

169 Broadway  
Nedlands  
Western Australia 6009  
Australia  
Attention: Quentin Megson

Facsimile: +61 8 6389 1546  
Email: [Quentin@tfsLtd.com.au](mailto:Quentin@tfsLtd.com.au)

**Company**

Santalis Pharmaceuticals, Inc.,  
a Texas corporation

By: 

Name: Paul Castella

Title: CEO and President

Address:

12621 Silicon Drive, Suite 100  
San Antonio, Texas 78249  
Facsimile: (210) 694-9466  
Email: [paul@santalispharma.com](mailto:paul@santalispharma.com)

**Exhibit D-1. The Santalia Marks**

Mark (Country)	Reg./Ser. No. (Filing Date)	Goods/Services	Status
SANTALIA (US)	85/247,836 (02/22/2011)	(Class 3) Polishing preparations; soaps; perfumery; essential oils; cosmetics; hair lotions	Pending
SANTALIA (US)	85/247,840 (02/22/2011)	(Class 5) Pharmaceutical, veterinary and sanitary preparations; disinfectants	Pending
SANTALIA (US)	2,851,307 (08/23/2001)	(Class 3) Polish and waxes for furniture and floors; cosmetic creams and lotions; almond milk for personal use as a cosmetic; almond oil for personal use as a cosmetic; essential oils for personal use as a cosmetic; astringents for cosmetics purposes; beauty masks; essential oils for flavoring beverages; essential oils for flavoring cakes; hair colorants; hair dyes; hair lotions; jasmine oil for personal use as a cosmetic; lavender oil for personal use as a cosmetic; essential oils of lemon for personal use as a cosmetic; tissues impregnated with cosmetic lotions; cosmetics, namely, lipstick, liquid make-up, make-up powder, make-up preparations, make-u removing preparations, eye shadow, eyeliner, blush, mascara, medicated soap for beauty cleansing purposes;, nail care preparations, namely, nail polish and nail varnish; oils for cosmetic purposes for personal use, namely, body oil, bath oil, and make-up removers; perfumery namely, perfume, eau de cologne, toilette water; rose oil for personal use as a cosmetic; shampoos; conditions, namely, hair conditioners and skin conditioners; shampoos for pets; perfumed oils for personal use as a cosmetic; cosmetic preparations for skin care; skin whitening creams; anti-perspirant soap; cakes of soap, deodorant soap; disinfectant soap; soap for foot perspiration; sun-tanning preparations, namely, suntan lotion and oil and self-tanning creams; talcum powder for toilet use; essential oils for use in manufacturing cosmetic preparations, saps and cosmetic hair lotions	Cancelled
SANTALIA (Denmark)	VR 0001532 2001 (03/10/2001)	(Class 3) Soap, perfumery products, essential oils, cosmetics	Registered
SANTALIA (Australia)	768739 (07/29/1998)	(Class 3) Polishing preparations; soaps; perfumery; essential oils; cosmetics; hair lotions (Class 5) Pharmaceutical, veterinary and sanitary preparations; disinfectants	Registered

**Exhibit D-2. Assignment**

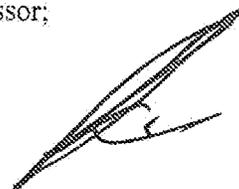
(see attached)

### Assignment

WHEREAS, Mt. Romance Australia Pty. Ltd. ("ASSIGNOR"), an Australian corporation, has adopted, used, and has been using the following trademarks (the "Marks"):

Mark (Country)	Reg./Ser. No. (Filing Date)	Goods/Services	Status
SANTALIA (US)	85/247,836 (02/22/2011)	(Class 3) Polishing preparations; soaps; perfumery; essential oils; cosmetics; hair lotions	Pending
SANTALIA (US)	85/247,840 (02/22/2011)	(Class 5) Pharmaceutical, veterinary and sanitary preparations; disinfectants	Pending
SANTALIA (US)	2,851,307 (08/23/2001)	(Class 3) Polish and waxes for furniture and floors; cosmetic creams and lotions; almond milk for personal use as a cosmetic; almond oil for personal use as a cosmetic; essential oils for personal use as a cosmetic; astringents for cosmetic purposes; beauty masks; essential oils for flavoring beverages; essential oils for flavoring cakes; hair colorants; hair dyes; hair lotions; jasmine oil for personal use as a cosmetic; lavender oil for personal use as a cosmetic; essential oils of lemon for personal use as a cosmetic; tissues impregnated with cosmetic lotions; cosmetics, namely, lipstick, liquid make-up, make-up powder, make-up preparations, make-up removing preparations, eye shadow, eyeliner, blush, mascara, medicated soap for beauty cleansing purposes; nail care preparations, namely, nail polish and nail varnish; oils for cosmetic purposes for personal use, namely, body oil, bath oil, and make-up removers; perfumery namely, perfume, eau de cologne, toilette water; rose oil for personal use as a cosmetic; shampoos; conditions, namely, hair conditioners and skin conditioners; shampoos for pets; perfumed oils for personal use as a cosmetic; cosmetic preparations for skin care; skin whitening creams; anti-perspirant soap; cakes of soap, deodorant soap; disinfectant soap; soap for foot perspiration; sun-tanning preparations, namely, suntan lotion and oil and self-tanning creams; talcum powder for toilet use; essential oils for use in manufacturing cosmetic preparations, saps and cosmetic hair lotions	Cancelled
SANTALIA (Denmark)	VR 0001532 2001 (03/10/2001)	(Class 3) Soap, perfumery products, essential oils, cosmetics	Registered
SANTALIA (Australia)	768739 (07/29/1998)	(Class 3) Polishing preparations; soaps; perfumery; essential oils; cosmetics; hair lotions (Class 5) Pharmaceutical, veterinary and sanitary preparations; disinfectants	Registered

AND WHEREAS, Santalis Pharmaceuticals, Inc. ("ASSIGNEE"), a Texas corporation, desires to acquire all right, title and interest in and to said Marks, any and all registrations and applications for registration thereof, and the goodwill of the business associated with the Marks, which business is ongoing and existing and to which ASSIGNEE is the successor;



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the fact that ASSIGNOR will materially benefit from the Common Stock Purchase Agreement dated November \_\_\_\_, 2011 by and between ASSIGNEE and TFS Corporation, Ltd., of which ASSIGNOR is a wholly owned subsidiary, ASSIGNOR does hereby assign, transfer and convey to ASSIGNEE all of its right, title, and interest in and to the Marks, all registrations and applications for registration thereof, all rights derived from or associated with use of the Marks by ASSIGNOR or otherwise held by ASSIGNOR throughout the world, together with the goodwill associated with the Marks, and the right to recover for past infringement of said Marks. Except for the license previously granted to ASSIGNEE, which is hereby superseded and rendered moot, ASSIGNOR represents and warrants that it has not previously assigned, licensed, or conveyed any interest in the Marks or the other rights referenced herein, and ASSIGNOR agrees to execute any further lawful documents needed to give full force and effect to this instrument.

Executed to be effective as of the date first written below.

ASSIGNOR:

Mt. Romance Australia Pty. Ltd.,  
an Australian corporation

By: \_\_\_\_\_

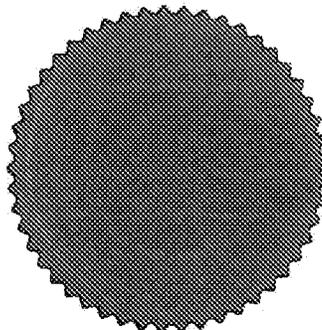
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Before me: \_\_\_\_\_

Elliott John Picton - Warlow  
Notary Public  
16 Kings Park Avenue  
Crawley, Western Australia



COUNTRY OF Australia §

STATE/TERRITORY OF Western Australia §

Before me, a notary public in and for the State/Territory aforesaid, on this day personally appeared Ian Thompson, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he or she executed the same on behalf of said ASSIGNOR for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22<sup>nd</sup> day of December, 2011.

Signed: [Signature] [Signature]  
Printed Name: [Signature]

Notary Public in and for the State/Territory of Elliott John Picton - Warlow  
Notary Public  
My Commission Expires: on death 16 Kings Park Avenue  
Crawley, Western Australia

