

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322987

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EUSA Pharma Limited | | 09/03/2012 | limited company (Ltd.): UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | EUSA PHARMA (EUROPE) LIMITED | | |
| Street Address: | The Magdalen Centre | | |
| Internal Address: | Oxford Science Park | | |
| City: | Oxford | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | OX4 4GA | | |
| Entity Type: | LIMITED LIABILITY COMPANY: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3902537 | EUSA PHARMA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6126046985 | | |
| <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: | 612-604-6585 | | |
| Email: | trademark@winthrop.com, sbaird@winthrop.com, sbell@winthrop.com | | |
| Correspondent Name: | Stephen R. Baird | | |
| Address Line 1: | 225 South Sixth Street | | |
| Address Line 2: | Capella Tower, Suite 3500 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| ATTORNEY DOCKET NUMBER: | 12507.382 | | |
| NAME OF SUBMITTER: | Stephen R. Baird | | |
| SIGNATURE: | /srb/ | | |
| DATE SIGNED: | 11/12/2014 | | |
| Total Attachments: 4 | | | |
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THIS TRADEMARK ASSIGNMENT AGREEMENT is dated 3 September 2012

PARTIES

- (1) EUSA Pharma Limited incorporated and registered in England whose registered office is at The Magdalen Centre, Oxford Science Park, Oxford OX4 4GA, UK (**Assignor**).
- (2) EUSA PHARMA (EUROPE) LIMITED incorporated and registered in England whose registered office is at The Magdalen Centre, Oxford Science Park, Oxford OX4 4GA, UK (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the trade marks registered in the countries listed in 0 A (**Trade Marks**).
- (B) The Assignor has agreed to assign all its rights in and to the Trade Marks to the Assignee on the terms set out below.

AGREED TERMS

1. ASSIGNMENT

In consideration of the sum of £1.00 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns with full title guarantee to the Assignee absolutely the Trade Marks and all and any rights in and to the Trade Marks including any common law rights and all the goodwill attaching to the Trade Marks.

2. PROCEEDINGS

- 2.1 This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks).
- 2.2 The Assignor agrees and undertakes to provide the Assignee (at its request) with all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable

legal costs) incurred by it in providing the Assignee with such assistance.

3. GUARANTEES

3.1 The Assignor guarantees to the Assignee that:

- (a) There has been no final refusals of the Trade Marks in the territory and there have been no objections on any basis including the basis of conflicting marks in the Territory that have yet to be overcome;
- (b) There are no ongoing conflicts concerning the ownership of the Trade Marks or the validity of applications or registrations;
- (c) There are no encumbrances affecting any of the Trade Marks including (but not limited to) any licences, any registered user agreement, any security interests recorded or otherwise and no unregistered assignments, licence rights or interests of any third party(ies) in the Trade Marks;
- (d) The Assignee takes over the Assignor's rights and obligations arising from the co-existence agreements/prior rights agreements concluded by the Assignor with third parties.

4. FURTHER ASSURANCE

The Assignor covenants that, at the cost and request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment.

5. GOVERNING LAW AND JURISDICTION


This assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

This agreement has been entered into on the date stated at the beginning of it.


Schedule A Trade marks

| MARK | Territory | Number |
|-------------|--|---------------|
| EUSA PHARMA | CTM | 4883286 |
| EUSA PHARMA | Turkey | IR930897 |
| EUSA PHARMA | Australia | IR930897 |
| EUSA PHARMA | Norway | IR930897 |
| EUSA PHARMA | Antigua and Barbuda | IR930897 |
| EUSA PHARMA | Iran | IR930897 |
| EUSA PHARMA | South Korea | IR930897 |
| EUSA PHARMA | Singapore | IR930897 |
| EUSA PHARMA | Switzerland | IR930897 |
| EUSA PHARMA | China | IR930897 |
| EUSA PHARMA | Japan | IR930897 |
| EUSA PHARMA | Democratic People's Republic of Korea | IR930897 |
| EUSA PHARMA | Russian Federation | IR930897 |
| EUSA PHARMA | United States | 3690674 |
| EUSA PHARMA | United States | 3902537 |
| | | |

Signed by
for and on behalf of EUSA
PHARMA LIMITED


.....
Director

Signed by
for and on behalf of EUSA
PHARMA (EUROPE) LIMITED


.....
Director