

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322990

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 LIABILITY COMPANY: 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:	3690674	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:	12507.381		
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

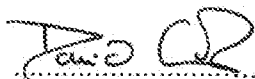
This assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

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