

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASTRAZENECA AB		02/28/2014	Aktiebolag: SWEDEN
RECEIVING PARTY DATA			
Name:	COVIS PHARMA S.A.R.L.		
Street Address:	Bahnhofstrasse 11		
City:	Zug		
State/Country:	SWITZERLAND		
Postal Code:	CH-6300		
Entity Type:	SOCIÉTÉ À RESPONSABILITÉ LIMITÉE: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4158771	DUTOPROL	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	27208.19		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	03/02/2015		
Total Attachments: 5			
source=DUTOPROL (TM Assignment from Astra Zeneca)#page1.tif			
source=DUTOPROL (TM Assignment from Astra Zeneca)#page2.tif			
source=DUTOPROL (TM Assignment from Astra Zeneca)#page3.tif			
source=DUTOPROL (TM Assignment from Astra Zeneca)#page4.tif			

CH \$40.00 4158771

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) is made and entered into effective as of February 28, 2014 by and between AstraZeneca AB, a Swedish corporation with offices at Pepparedsleden 1, S-431 83 Mölndal (“**Seller**”), and Covis Pharma S.à.r.l., a limited liability company organized under the laws of Luxembourg, having a Swiss branch with offices at Bahnhofstrasse 11, CH-6300 Zug, Switzerland (“**Covis**”). Seller and Covis may each be referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Seller is the owner of the Trademarks in the Territory listed on Schedule A attached hereto and made a part hereof (collectively referred to herein as the “**Acquired Trademarks**”);

WHEREAS, Seller and Covis are parties to that certain Asset Purchase Agreement, dated as of February 28, 2014 (the “**Asset Purchase Agreement**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Covis wishes to acquire from Seller, and Seller wishes to transfer to Covis, the Acquired Trademarks and the goodwill associated with such Acquired Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
2. **Conveyance and Acceptance.** In accordance with the provisions of the Asset Purchase Agreement, Seller hereby sells, transfers and assigns to Covis all of Seller’s right, title and interest in the Territory in and to the Acquired Trademarks, including all common law rights therein, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Acquired Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Acquired Trademarks in the Territory against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse, or other violation of the Acquired Trademarks in the Territory, and all goodwill of the business associated with and symbolized by the Acquired Trademarks in their respective jurisdictions, and Covis hereby purchases, takes delivery of and acquires such Acquired Trademarks in the Territory and accepts such sale, transfer and assignment.
3. **Recordation.** Seller hereby authorizes the United States Commissioner of Patents and Trademarks or his or her designee to record this Assignment. All costs and expenses associated with the conveyance of the Acquired Trademarks shall be borne solely by Covis.

4. **Further Assurances.** Seller agrees, at Covis' expense, to take such further action and to execute and deliver such additional instruments and documents as Covis may reasonably request to carry out and fulfill the purposes and intent of this Assignment.

5. **Miscellaneous.**

(a) This Assignment shall be governed by, interpreted and construed, and all claims and disputes, whether in tort, contract or otherwise shall be resolved in accordance with the substantive laws of the State of Delaware without reference to any rules of conflict of laws that would refer the interpretation or construction of, or resolution of any dispute under, this Assignment to the substantive Legal Requirements of another jurisdiction.

(b) No waiver, amendment or modification of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the Party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any Party in one or more instances of any of the provisions of this Assignment or the breach thereof shall establish a precedent for any other instance with respect to that or any other provision of this Assignment. Furthermore, in case of waiver of a particular provision, all other provisions of this Assignment will continue in full force and effect.

(c) All legal and other costs and expenses incurred in connection herewith and the transactions contemplated hereby shall (except as otherwise provided herein) be paid by the Party incurring such expenses.

(d) This Assignment may not be assigned or otherwise transferred by either Party, nor may either Party's rights or obligations hereunder be assigned, delegated or transferred, except to the extent provided in Section 9.2 of the Asset Purchase Agreement. Subject to the foregoing, this Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

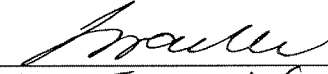
(e) If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Legal Requirement, and if the rights or obligations of either Party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

(f) This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Assignment by facsimile or other electronic transmission shall be as effective as delivery of a manually executed signature page.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

AstraZeneca AB

By: 
Name: Jan-Olof Jacke
Title: President, AstraZeneca AB

Covis Pharma S.à.r.l.

By: _____
Name:
Title:

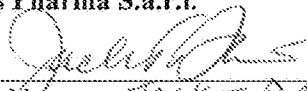
[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

AstraZeneca AB

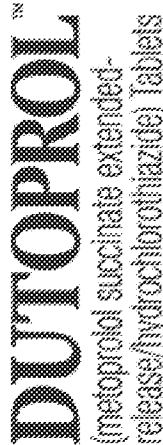


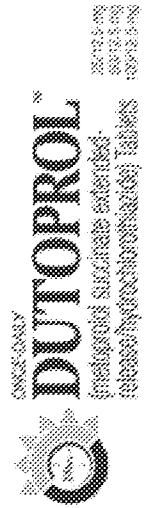
By: _____
Name:
Title:

Covis Pharma S.à.r.l.

By: 
Name: JACK T. DAVIS
Title: CEO

[Signature Page to Trademark Assignment]

SCHEDULE A
Acquired Trademarks

Trademark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Goods
DUTOPROL	United States	85/266,138	14 March 2011	4,158,771	12 June 2012	Pharmaceutical preparations and substances for the treatment of cardiovascular diseases and disorders.
DUTOPROL LOGO (v1) 	United States					Pharmaceutical preparations and substances for the treatment of cardiovascular diseases and disorders.
DUTOPROL LOGO (v2) 	United States					Pharmaceutical preparations and substances for the treatment of cardiovascular diseases and disorders.
DUTOPROL LOGO (v3) 	United States					Pharmaceutical preparations and substances for the treatment of cardiovascular diseases and disorders.
DUTOPROL LOGO (v4) 	United States					Pharmaceutical preparations and substances for the treatment of cardiovascular diseases and disorders.

TRADEMARK