

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335346

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ELI LILLY AND COMPANY		03/13/2015	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PROVISTA DIAGNOSTICS, INC.		
<b>Street Address:</b>	17301 North Perimeter Drive		
<b>Internal Address:</b>	Suite #100		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86099255	VYDESSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6026314529		
<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>			
<b>Phone:</b>	6026319100		
<b>Email:</b>	pto_jrm@venjuris.com		
<b>Correspondent Name:</b>	Venjuris, P.C.		
<b>Address Line 1:</b>	1938 E Osborn Rd		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85016		
<b>ATTORNEY DOCKET NUMBER:</b>	PHJM1693-012		
<b>NAME OF SUBMITTER:</b>	Li-Jen Shen		
<b>SIGNATURE:</b>	/ljs/		
<b>DATE SIGNED:</b>	03/17/2015		
<b>Total Attachments: 2</b>			
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source=exec_assignment#page2.tif			

OP \$40.00 86099255

## TRADEMARK ASSIGNMENT

This Agreement is made and entered into as of March 13, 2015 by and between **ELI LILLY AND COMPANY**, an Indiana corporation, having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, United States of America (referred to herein as "Assignor") and **PROVISTA DIAGNOSTICS, INC.**, a Delaware corporation, having its principal place of business at 17301 North Perimeter Drive, Suite #100, Scottsdale, Arizona 85255, United States of America (referred to herein as "Assignee").

The Parties mutually agree as follows:

As used herein, the term "Trademark Rights" specifically includes the Trademark Application and Registrations for the word mark, **VYDESSA**, in the following countries/areas:

1. United States, serial number 86099255 and a filing date of October 23, 2013;
2. Australia, serial number 1099417, registration number 1099417 and a filing date of February 16, 2006;
3. Brazil, serial number 828196753, registration number 828196753 and a filing date of February 21, 2006;
4. Japan, serial number 2006-014181, registration number 4961497 and a filing date of February 20, 2006;
5. South Korean, serial number 40-2006-8067, registration number 701505 and a filing date of February 16, 2006;
6. Mexico, serial number 767518, registration number 961634 and a filing date of February 22, 2006;
7. European Community, serial number 4925608, registration number 4925608 and a filing date of February 17, 2006; and,
8. European Community, serial number 9805714, registration number 9805714 and a filing date of March 11, 2011.

For good and valuable consideration paid by Assignee, the receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns to Assignee the Trademark Rights, together with the goodwill associated therewith, and all other trademark rights relating to the **VYDESSA** mark, including all foreign and domestic rights, and extensions thereof, to be held and enjoyed by Assignee for its own use and enjoyment, together with all claims for damages by reason of past infringement of the Trademark Rights, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Each Party hereby represents and warrants that it has the power and authority to enter into this Agreement, and the execution, delivery and performance of this Agreement and the transactions and

other documents contemplated have been duly authorized by all necessary corporate actions on the part of the Parties.

Assignor hereby authorizes and requests the Commissioner of Trademarks, or other proper governmental authority, to recognize Assignee as owner of the Trademark Rights and issue to Assignee, its successors and assigns, all current or future trademark registrations from Trademark Rights.

This Agreement constitutes the entire agreement between the Parties with respect to the Trademark Rights assignment, and supersedes all prior agreements or negotiations, between the Parties, oral and written that relates to the Trademark Rights assignment.

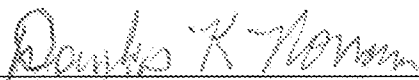
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the date first written above.

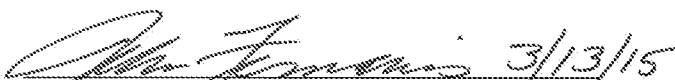
**ASSIGNOR:**

**ASSIGNEE:**

**ELI LILLY AND COMPANY**

**PROVISTA DIAGNOSTICS, INC.**

  
\_\_\_\_\_  
By Douglas K. Norman  
Its Vice President-General Patent Counsel

  
\_\_\_\_\_  
By John Fermanis  
Its Chief Financial Officer