

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338264

<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>
MedImmune, LLC		08/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clinigen Group plc		
<b>Street Address:</b>	PITCAIRN HOUSE CROWN SQUARE		
<b>Internal Address:</b>	CENTRUM 100, BURTON ON TRENT		
<b>City:</b>	STAFFORDSHIRE		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	DE14 2WW		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1618361	ETHYOL	
<b>Registration Number:</b>	2585403	ETHYOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8165317545		
<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>	816-460-2400		
<b>Email:</b>	brian.mcginley@dentons.com, anita.hansen@dentons.com, trademarks.us@dentons.com		
<b>Correspondent Name:</b>	Brian R. McGinley		
<b>Address Line 1:</b>	Dentons US LLP		
<b>Address Line 2:</b>	P. O. Box 061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	20005723-0004 (BRM)		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Brian R. McGinley		
<b>Address Line 1:</b>	Dentons US LLP		
<b>Address Line 2:</b>	P. O. Box 061080		

OP \$65.00 1618361

<b>Address Line 4:</b> Chicago, ILLINOIS 60606-1080	
<b>NAME OF SUBMITTER:</b>	Brian R. McGinley
<b>SIGNATURE:</b>	/brian r mcginley/
<b>DATE SIGNED:</b>	04/15/2015
<b>Total Attachments: 13</b> source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page1.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page2.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page3.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page4.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page5.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page6.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page7.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page8.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page9.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page10.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page11.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page12.tif source=ETHYOL_Trademark Assignment (Fully Executed) (2)#page13.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is made as of this 18th day of August, 2014 (the “**Executed Date**”), by and between MedImmune, LLC, a Delaware limited liability company (“**Seller**”), and Clinigen Group plc, a company registered under the laws of England and Wales (Company Number 06771928) (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

**WHEREAS**, Seller is the successor-in-interest to MedImmune, Inc., a Delaware corporation, which is the successor-in-interest to MedImmune Oncology, Inc., which is the successor-in-interest to U.S. Bioscience, Inc.;

**WHEREAS**, Seller is the sole and exclusive owner in the applicable jurisdiction of the Trademarks set forth on Schedule A attached hereto and made part hereof (collectively, the “**Purchased Trademarks**”); and

**WHEREAS**, in connection with that certain Asset Purchase Agreement, dated as of August 18, 2014 (the “**Asset Purchase Agreement**”), by and between Seller and Buyer, Buyer wishes to acquire from Seller, and Seller wishes to sell, transfer, convey, assign and deliver to Buyer the Purchased Trademarks, together with all common law rights therein and all goodwill of the business associated with and symbolized by the Purchased Trademarks.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement, this Trademark Assignment and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Defined Terms.** Unless otherwise specifically provided herein, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
- 2. Conveyance and Acceptance of Purchased Trademarks.** Effective as of the Executed Date, (a) Seller hereby irrevocably, without reservation, sells, transfers, conveys, assigns and delivers to Buyer (and to Buyer’s successors and assigns), all of its right, title and interest in and to the Purchased Trademarks, including all common law rights therein and all trademark registrations and registration applications for the Purchased Trademarks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademarks, all rights to bring an action, whether at law or in equity, for past, present, or future infringement, dilution, misappropriation, misuse or other violation of the Purchased Trademarks against any Third Party, all rights to recover damages,

profits and injunctive relief for infringement, dilution, misappropriation, misuse, or other violation of the Purchased Trademarks, and all goodwill of the business associated with and symbolized by the Purchased Trademarks; provided, however, that no such rights are being assigned hereunder with respect to any Excluded Assets or Excluded Liabilities; and (b) Buyer hereby accepts such sale, transfer, conveyance, assignment and delivery.

3. **Recordation.** Seller hereby authorizes Buyer to record this Trademark Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant Governmental Authorities.
  - (a) All costs and expenses associated with the conveyance of the Purchased Trademarks shall be borne solely by Buyer.
  - (b) To the extent any of the Purchased Trademarks are currently registered/recorded in the name of any legal entity other than Seller, including but not limited to predecessor-in-interest entities MedImmune, Inc., MedImmune Oncology, Inc. and/or U.S. Bioscience, Inc., Seller shall reimburse Buyer for Buyer's reasonable and documented costs and expenses directly related to any recordation of prior assignments/change of name filings required by the U.S Patent and Trademark Office or any applicable comparable foreign trademark office, to permit the Purchased Trademarks to be assigned from Seller to Buyer, in an amount not to exceed \$20,000 in the aggregate.
4. **Further Assurances.** Seller agrees, at Buyer's expense, to take such further action and to execute and deliver such additional instruments and documents as Buyer may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment including signing all papers and documents, taking all lawful oaths and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of patents or applications of Purchased Trademarks.
5. **Miscellaneous.**
  - (a) **Governing Law.** The rights and obligations of the Parties will be governed by, and this Trademark Assignment will be interpreted, construed and enforced in accordance with, the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive Law of another jurisdiction.
  - (b) **Amendment.** This Trademark Assignment may not be modified, amended, altered or supplemented, in whole or in part, except upon the execution and delivery of a written agreement executed by both Parties.
  - (c) **Waiver.** Any term or condition of this Trademark Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition.

The waiver by either Party of any right hereunder or the failure to perform or of a breach by either Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise.

- (d) **Expenses.** All costs and expenses associated with the conveyance under this Trademark Assignment, exclusive of the exception set forth in Section 3(b) above, of all right, title and interest of Seller in and to the Purchased Trademarks shall be borne solely by Buyer.
- (e) **Assignment.** Neither this Trademark Assignment nor either Party's rights or obligations hereunder may be assigned or delegated by such Party without the prior written consent of the other Party, and any attempted assignment or delegation of this Trademark Assignment of any of such rights or obligations by either Party without the prior written consent of the other Party shall be void and of no effect. Notwithstanding the foregoing, (i) Seller or Buyer may assign or delegate any or all of its rights or obligations hereunder to an Affiliate without the prior written consent of the other Party; provided, however, that such assigning Party shall and hereby guarantees the performance by Affiliate of its obligations hereunder unless otherwise agreed upon by other Party in writing, and (ii) Seller or Buyer may freely assign this Trademark Assignment to the successor party in connection with a Change of Control of such assigning Party. Subject to the preceding sentence, this Trademark Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.
- (f) **Severability.** If any provision of this Trademark Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of either Party under this Trademark Assignment will not be materially and adversely affected thereby, (i) such provision shall be fully severable, (ii) this Trademark Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Trademark Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.
- (g) **Counterparts.** This Trademark Assignment may be signed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission

shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

MedImmune, LLC

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

Name: Bahija Jaffal

Title: Executive Vice President,  
Research and Development

Clinigen Group plc

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

Name:

Title:

*[Signature Page to Trademark Assignment Agreement]*

TRADEMARK

REEL: 005497 FRAME: 0990

STATE OF Maryland )  
                                  ) ss  
COUNTY OF Howard )

On this 20th day of June, 2014, before me personally appeared Robert J. Hill, to me personally known, who, being duly sworn, did say that he/she is the VP of MedImmune, LLC and that he/she duly executed the foregoing instrument for and on behalf of MedImmune, LLC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Atty. L. Gibson  
Notary Public  
Expiration Date: 3/5/16




IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

**MedImmune, LLC**

By: \_\_\_\_\_  
Name: Bahija Jallal  
Title: Executive Vice President,  
Research and Development



**Clinigen Group plc**



By:  \_\_\_\_\_  
Name: PETER GEORGE  
Title: Group CEO

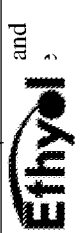
*[Signature Page to Trademark Assignment Agreement]*


**SCHEDULE A**



**PURCHASED TRADEMARKS**


Trademark	Logo	TM Kind	Country	Int'l Class	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Next renewal action date	Applicants/Owners
ETHYOL		Word	Argentina	05	Registered		2513384		2001343		MedImmune LLC
ETHYOL		Word	Australia	05	Registered	06-Jun-1994	631614	06-Jun-2004	631614		MedImmune LLC
ETHYOL		Word	Austria	05	Registered	13-Apr-1989	AM1750/489	22-Aug-1989	126675	31-Aug-2019	MedImmune LLC
ETHYOL		Word	Austria	05	Registered	10-Nov-1994	AM5696/94	04-Aug-1995	159231	31-Aug-2015	MedImmune LLC
ETHYOL		Word	Benelux Tradem. & Designs Office (BX)	05	Registered	15-Dec-1988	0722987	15-Dec-1988	452805	15-Dec-2018	MedImmune LLC
ETHYOL		Word	Bolivia	05	Registered	26-Jun-1992	1575-1992	24-Feb-2004	C-55821	24-Feb-2024	MedImmune LLC
ETHYOL AND DESIGN		Word and 	Brazil	05	Registered	24-Apr-2002	824513720	24-Apr-2007	824513720	24-Apr-2017	MedImmune LLC
ETHYOL		Word	Brazil		Registered	10-Aug-1992	816824690	30-Nov-1993	816824690		MedImmune LLC

ETHYOL AND DESIGN		and	Canada	05	Registered	19-Mar-2002	1134657	24-Sep-2003	TMA590642	24-Sep-2018	MedImmune LLC
ETHYOL	Word	Word	Chile	05	Registered	06-Sep-1994	284897	03-Nov-1997	813609	03-Nov-2017	MedImmune LLC
ETHYOL	Word	Word	China	05	Registered	09-May-1996	960056028	14-Aug-1997	1074828	13-Aug-2017	MedImmune LLC
ETHYOL Chinese	Characters	Characters	China	05	Registered	09-Oct-1998	9800114208	07-Feb-2000	1360850	06-Feb-2020	MedImmune LLC
ETHYOL	Word	Word	Colombia	05	Registered		92 366377		173538		MedImmune LLC
ETHYOL	Word	Word	Costa Rica	05	Registered	29-Jan-1997	105842	01-Jul-1997	102411	01-Jul-2017	MedImmune LLC
ETHYOL	Word	Word	Ecuador	05	Registered	16-Sep-1992	0094685	04-Nov-1993	2866		MedImmune LLC
ETHYOL	Word	Word	El Salvador	05	Registered	19-Jun-1992	2256/1992	15-Nov-1995	236/28/473	15-Nov-2015	MedImmune LLC
ETHYOL	Word	Word	European Tradem. & Design Office (EM)	05	Registered	01-Apr-1996	000185520	18-Nov-1998	000185520	01-Apr-2016	MedImmune LLC
ETHYOL AND DESIGN		and	European Tradem. & Design Office (EM)	05	Registered	14-Mar-2002	2615102	16-Jan-2007	2615102	14-Mar-2022	MedImmune LLC
ETHYOL	Word	Word	France	05	Registered	14-Dec-	973527	14-Dec-	2406483	31-Dec-2018	MedImmune LLC

ETHYOL		Word	Germany	05	Registered	1988	9333	1988		1988		DE2106660		MedImmune LLC
ETH-YOL		Word	Germany	05	Registered		39615677					DE396156		MedImmune LLC
ETH-YOL ESSEX PHARMA		Word	Germany	05	Registered		39615688					DE39615688		MedImmune LLC
ETHYOL		Word	Greece	05	Registered		F115919					F115919		MedImmune LLC
ETHYOL		Word	Guatemala	05	Registered	07-Sep-1992	1992-005472	03-Nov-1995				76820	02-Nov-2015	MedImmune LLC
ETHYOL		Word	Hong Kong	05	Registered	04-Jul-1992	13052/92	04-Jul-1992				199401791	04-Jul-2023	MedImmune LLC
ETHYOL AND DESIGN		Word	Hong Kong	05	Registered	16-Mar-2002	03678/2002	16-Mar-2002				200212460	16-Mar-2019	MedImmune LLC
ETHYOL		Word	Hungary		Registered	25-Sep-1995	n/a	25-Jun-1998				152542	25-Sep-2015	MedImmune LLC
ETHYOL		Word	Iceland	05	Registered	24-Jun-1993	514/1993	28-Dec-1993				938/1993	28-Dec-2023	MedImmune LLC
ETHYOL		Word	India	05	Registered	12-Oct-1992	582799	17-Jul-2007				582799 - Journal No. 1385.	12-Oct-2022	MedImmune LLC
ETHYOL		Word	Ireland	05	Registered	16-Dec-1988	1988/05630	16-Dec-1988				128982	15-Dec-2019	MedImmune LLC
ETHYOL		Word	Italy	05	Registered	03-Jan-1989	16617-C/89	03-Mar-1992				1304831	03-Jan-2019	MedImmune LLC
ETHYOL		Word	Japan	05	Registered	20-Apr-	39589/93	31-May-				3159301	31-May-2016	MedImmune LLC

ETHYOL Katakana	Characters	Japan	05	Registered	1993	H09-170673	2006	4231148	14-Jan-2019	MedImmune LLC
ETHYOL	Word	Liechtenstein	05	Registered	22-Jul-1993	n/a	22-Jul-1993	8808	22-Jul-2023	MedImmune LLC
ETHYOL	Word	Malaysia	05	Registered	07-Jul-1992	92004663	07-Jul-1992	92004663	07-Jul-2019	MedImmune LLC
ETHYOL	Word	Mexico	05	Registered	10-Dec-1992	156597	14-Sep-1994	473414	10-Dec-2022	MedImmune LLC
ETHYOL	Word	New Zealand	05	Registered	03-Jun-1994	237559	03-Jun-1994	237559	03-Jun-2015	MedImmune LLC
ETHYOL AND DESIGN		New Zealand	05	Registered	15-Mar-2002	654021	19-Sep-2002	654021	15-Mar-2019	MedImmune LLC
ETHYOL	Word	Norway	05	Registered	15-Dec-1988	198805731	25-Jan-1990	140269	25-Jan-2020	MedImmune LLC
ETHYOL	Word	Panama	05	Registered	05-Jan-1994	069144	29-Jun-1995	69144	29-Jun-2015	MedImmune LLC
ETHYOL	Word	Paraguay	05	Registered	19-Aug-2002	19226	02-Jul-2003	386571	02-Jul-2023	MedImmune LLC
ETHYOL	Word	Philippines	5	Registered	15-Jun-2010	4-2010-006357	02-Sep-2010	4-2010-006357	02-Sep-2020	MedImmune LLC
ETHYOL AND DESIGN	Word and Device	Portugal	05	Registered				362692		MedImmune LLC

ETHYOL	Word	Singapore	05	Registered	04-Jul-1992	T92/05061F	04-Jul-1992	T92/05061F	04-Jul-2022	MedImmune LLC
ETHYOL	Word	Spain	05	Registered		M1903316		M1903316		MedImmune LLC
ETHYOL	Word	South Africa	05	Registered	16-Apr-1993	93/2931	22-Feb-1995	93/2931	16-Apr-2023	MedImmune LLC
ETHYOL	Word	Switzerland	05	Registered	07-Apr-1989	2715	07-Apr-1989	371850	07-Apr-2019	MedImmune LLC
ETHYOL	Word	Switzerland	01, 05	Registered	09-Nov-1994	7886/1994.6	09-Nov-2004	P423918	09-Nov-2014	MedImmune LLC
ETHYOL AND DESIGN		Switzerland	05	Registered	14-Mar-2002	02343/2002	13-Jun-2002	P500032	14-Mar-2022	MedImmune LLC
ETHYOL	Word	Tawain	01	Registered		82061599		654957		MedImmune LLC
ETHYOL	Word	Thailand	05	Registered	01-Oct-1992	234867	01-Oct-1992	KOR23923	30-Sep-2022	MedImmune LLC
ETHYOL	Word	Turkey	05	Registered	15-Mar-1995	95/002177	26-Jun-1995	158113	31-Mar-2015	MedImmune LLC
ETHYOL AND DESIGN		Turkey	05	Registered	25-Mar-2002	2002/006179	23-Nov-2004	2002 06179	25-Mar-2022	MedImmune LLC
ETHYOL	Word	United Kingdom	05	Registered	22-Dec-1988	1367835	15-Dec-1989	1367835	22-Dec-2015	MedImmune LLC
ETHYOL	Word	United States of America	05	Registered	14-Sep-	73/751893	23-Oct-	1618361	23-Oct-2020	MedImmune LLC

ETHYOL AND DESIGN		United States of America	05	Registered	1988	76/339868	1990	2585403	25-Jun- 2022	MedImmune LLC
ETHYOL	Word	Venezuela	05	Registered	08-Jul- 1992	14329/92	17-Apr- 1995	P-174362	17-Apr- 2015	MedImmune LLC
ETHYOL	Word	Vietnam	05	Registered	12-Dec- 1995	26481	28-Oct- 1996	22867	12-Dec- 2015	MedImmune LLC