

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355061

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SERENUS BIOTHERAPEUTICS INC.		09/10/2015	LIMITED LIABILITY COMPANY: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SERENUS BIOTHERAPEUTICS LIMITED		
<b>Street Address:</b>	25-28 North Wall Quay		
<b>City:</b>	IFSC, Dublin 1		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: IRELAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4694980	SERENUS BIOTHERAPEUTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2812213348		
<b>Email:</b>	fred.barrera@aabarreralaw.com		
<b>Correspondent Name:</b>	Alfredo A Barrera		
<b>Address Line 1:</b>	2702 Dunsmere Ct		
<b>Address Line 4:</b>	Pearland, TEXAS 77584		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Alfredo A Barrera III		
<b>Address Line 1:</b>	2702 Dunsmere Ct		
<b>Address Line 4:</b>	Pearland, TEXAS 77584		
<b>NAME OF SUBMITTER:</b>	Alfredo A. Barrera		
<b>SIGNATURE:</b>	/AAB/		
<b>DATE SIGNED:</b>	09/15/2015		
<b>Total Attachments: 6</b>			
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Dated 10 September 2015

SERENUS BIOTHERAPEUTICS INC.

and

SERENUS BIOTHERAPEUTICS LIMITED

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS AGREEMENT is made the 10 September 2015

**BETWEEN**

- (1) **SERENUS BIOTHERAPEUTICS INC.** a limited liability company with a primary address of 388 Market Street, Suite 1300, San Francisco, CA 94111 ("**Assignor**"); and
- (2) **SERENUS BIOTHERAPEUTICS LIMITED**, a private limited liability company registered in Ireland under company number 556672 having its registered office at 25-28 North Wall Quay, IFSC, Dublin 1, Ireland ("**Assignee**").

**WHEREAS**

- A. The Assignor is the owner of the Intellectual Property Rights.
- B. The Assignor wishes to assign said Intellectual Property Rights to the Assignee, which assignment shall be effected upon the execution of this Agreement.

**THIS AGREEMENT PROVIDES** as follows:

**1. INTERPRETATION**

1.1. The definitions and rules of interpretation in this clause apply in this Agreement:

1.2. **Assigned Rights** means the Intellectual Property Rights set out in Schedule 1;

**Business Day** means any day on which banks are generally open for normal banking business in Dublin excluding Saturdays and Sundays;

**Intellectual Property Rights** means all intellectual property rights including without limitation patents, (including utility models and inventions), trade marks (including service marks, trade names and business names), logos, get-up, goodwill, the right to sue for passing off or unfair competition, internet domain names design rights, copyright and related rights (including but not limited to rights in respect of computer software), moral rights and database rights, semiconductor topography rights, utility models, know-how, rights to use, and protect the confidentiality of, confidential information and trade secrets for the full term of such rights, in each case whether registered or unregistered and including applications for registration and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world including but not limited to the Assigned Rights;

1.3. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5. The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.

1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.8. This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11. A reference to **writing** or **written** includes fax but not email.
- 1.12. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. ASSIGNMENT**

In consideration of the sum of €1 (one Euro), receipt of which the Assignor expressly acknowledges, the Assignor hereby assigns to the Assignee all its rights, title and interest including all Intellectual Property Rights statutory and common law rights and goodwill in the Assigned Rights including without limitation:

- 2.1. all rights of action, powers and benefits in respect of such Intellectual Property Rights;
- 2.2. the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Intellectual Property Rights; and
- 2.3. the right to seek and recover damages and all other remedies for any past infringement of such Intellectual Property Rights.

## **3. FURTHER ASSURANCE**

The Assignor shall, at the Assignee's request and expense, execute all documents and do all such acts and things as may be reasonably requested by the Assignee in order to give full legal effect to the assignment of the Intellectual Property Rights to the Assignee pursuant to this Agreement.

## **4. WARRANTIES**

The Assignor represents and warrants to the Assignee that:

- 4.1. the Assignor is the legal or beneficial owner of and owns all rights and interests in the Assigned Rights;
- 4.2. the Assignor has not granted any licences and is not required to grant any licence(s) to use the Assigned Rights other than in the ordinary course of its business;
- 4.3. the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- 4.4. to the Assignor's knowledge, there are no legal proceedings pending or threatened which would restrain or otherwise prevent the Assignor from effectually and legally assigning the Assigned Rights to the Assignee.

## **5. WHOLE AGREEMENT**

This Agreement contains the whole agreement between the parties relating to its subject matter at the date of this Agreement.

**6. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**7. GOVERNING LAW AND JURISDICTION**

7.1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.

7.2. The parties irrevocably agree that the courts of Ireland are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement may be brought before the Irish courts.

**8. INVALIDITY**

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected.

**9. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which so executed and delivered will be an original, but all counterparts will together constitute one and the same instrument.

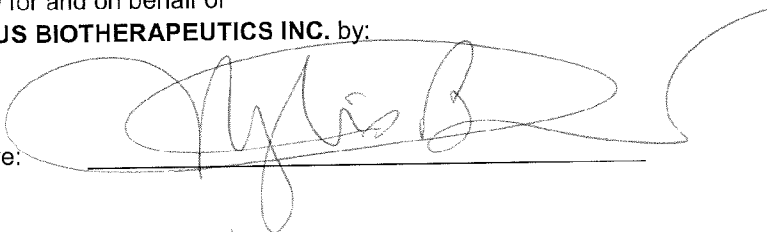
**SCHEDULE 1 - Assigned Rights**

<b>Country/ territory</b>	<b>Mark</b>	<b>Application or registration number</b>	<b>Date of filing/ registration</b>	<b>Classes</b>
U.S.A.	"Serenus Biotherapeutics"	Reg. No. 4,694,980	3 March 2015	42

IN WITNESS of which this Agreement has been duly executed by the Parties on the date set out above.

SIGNED for and on behalf of  
SERENUS BIOTHERAPEUTICS INC. by:

Signature:



Name:

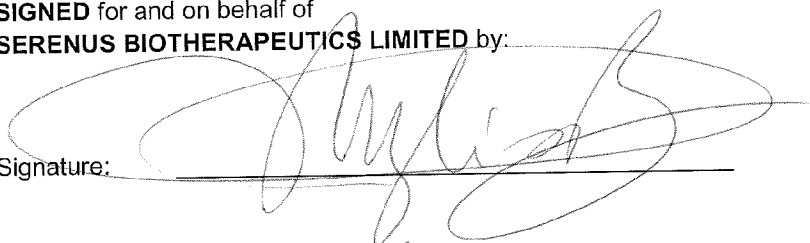
Dr. Manolis Beiro

Position:

CEO

SIGNED for and on behalf of  
SERENUS BIOTHERAPEUTICS LIMITED by:

Signature:



Name:

Dr. Manolis Beiro

Position:

CEO