

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361163

<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>
GTAT Corporation, d/b/a GT Advanced Technologies		11/03/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Neutron Therapeutics Inc.		
<b>Street Address:</b>	1 Industrial Drive		
<b>City:</b>	Danvers		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01923		
<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>	86220531	HYPERION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175265000		
<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>	+1 617-526-6000		
<b>Email:</b>	josh.smith@wilmerhale.com		
<b>Correspondent Name:</b>	Michael J. Bevilacqua, Esq.		
<b>Address Line 1:</b>	60 State Street		
<b>Address Line 2:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	2212074.120		
<b>NAME OF SUBMITTER:</b>	Michael J. Bevilacqua		
<b>SIGNATURE:</b>	/michael j. bevilacqua/		
<b>DATE SIGNED:</b>	11/04/2015		
<b>Total Attachments: 5</b>			
source=Active_52903134_6_GTAT - Assignment of Trademarks - Hyperion#page1.tif			
source=Active_52903134_6_GTAT - Assignment of Trademarks - Hyperion#page2.tif			
source=Active_52903134_6_GTAT - Assignment of Trademarks - Hyperion#page3.tif			

OP \$40.00 86220531

source=Active\_52903134\_6\_GTAT - Assignment of Trademarks - Hyperion#page4.tif

source=Active\_52903134\_6\_GTAT - Assignment of Trademarks - Hyperion#page5.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Assignment**”) is made and effective as of November 3, 2015, by and between GTAT Corporation, d/b/a GT Advanced Technologies, a Delaware corporation (“**Assignor**”), in favor of Neutron Therapeutics Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of October 1, 2015, by and between Assignor and Assignee (the “**Asset Purchase Agreement**”).

### PRELIMINARY STATEMENTS

Effective as of the date hereof, Assignor has sold to Assignee, and Assignee has purchased from Assignor, the trademarks set forth on Schedule A attached hereto, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world, in and to said trademarks and any applications and registrations thereof (hereinafter collectively referred to as the “**Trademarks**”). For the Trademarks in use, Assignor has adopted, used, is using and has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same. Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks worldwide. Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide.

NOW THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by and associated with said Trademarks, (ii) all registrations and applications (including intent-to-use applications) for the Trademarks, (iii) all income, royalties, damages and payments in respect of the Trademarks, (iv) any and all renewals and extensions of such Trademarks that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks. Assignee agrees that it shall be solely responsible for the payment of any and all maintenance fees, annuities, taxes, and the like from and after the date hereof.

2. Assignor shall execute and deliver such documents and instruments, provide such information, cooperation, assistance and otherwise take such steps as Assignee or its legal representatives may reasonably require, at Assignor’s cost and expense, to evidence the transfer or assignment to Assignee of the Trademarks, including, without limitation, the execution of any other assignments or documents that may be necessary to evidence Assignee’s ownership of the Trademarks in the US Patent and Trademark Office and the trademark offices of any foreign country or jurisdiction.

3. Following the assignment of the Trademarks on the date hereof, Assignor shall not use the Trademarks with any product or service in any country or jurisdiction worldwide.

4. This Assignment shall be governed by the governing law provision of the Asset Purchase Agreement. In the event of a conflict between the provisions herein and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Asset Purchase Agreement,

nor shall this Assignment reduce, expand or enlarge any remedies under the Asset Purchase Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto. This Assignment may be executed in any number of counterparts by the parties hereto, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

ASSIGNOR:

ASSIGNEE:


GTAT CORPORATION

NEUTRON THERAPEUTICS INC.

By:

Name:

Title:

  
Bill Fim  
VICE PRESIDENT &  
GENERAL COUNSEL

By:

Name:

Title:

*Signature Page to Trademark Assignment*

**TRADEMARK**  
**REEL: 005660 FRAME: 0802**

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

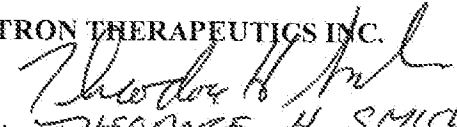
ASSIGNOR:

**GTAT CORPORATION**

By:  
Name:  
Title:

ASSIGNEE:

**NEUTRON THERAPEUTICS INC.**

By:   
Name: **THEODORE H SMICK**  
Title: **CEO**

**SCHEDULE A**

<b>TRADEMARK</b>	<b>APP. SERIAL NUMBER</b>	<b>FILING DATE</b>
HYPERION	86/220531	March 13, 2014