

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novartis AG		09/02/2015	COMPANY: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Array Biopharma Inc.		
Street Address:	3200 Walnut Street		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86278551	BALIMEK	
Serial Number:	86302337	MEKTOVI	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	617-542-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Cynthia Walden, FISH & RICHARDSON P.C.		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	41357-0030001 0031001		
NAME OF SUBMITTER:	Cynthia Johnson Walden		
SIGNATURE:	/Cynthia Johnson Walden/		
DATE SIGNED:	01/04/2016		
Total Attachments: 12			
source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page1.tif			
source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page2.tif			
source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page3.tif			
source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page4.tif			

CH \$65.00 86278551

source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page5.tif
source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page6.tif
source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page7.tif
source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page8.tif
source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page9.tif
source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page10.tif
source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page11.tif
source=ASSIGNMENT NOVATRIS-ARRAY BIOPHARMA#page12.tif

DATED September 2, 2015

NOVARTIS AG

and

ARRAY BIOPHARMA INC.

TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS ASSIGNMENT is made the 2nd day of SEPTMBER 2015

BETWEEN:

- (1) **NOVARTIS AG**, a company organised under the laws of Switzerland and located at Lichtstrasse 35, 4056, Basel, Switzerland (the "Assignor").

AND

- (2) **ARRAY BIOPHARMA Inc.**, a Delaware corporation (the "Assignee").

WHEREAS:

- (A) This Assignment is entered into pursuant to the Termination and Asset Transfer Agreement dated November 26, 2014 between the Novartis Pharma AG, Novartis International Pharmaceutical Ltd. and the Assignee (the "Termination Agreement").
- (B) The Assignor is:
- (i) the registered proprietor of the trademarks and trademark applications listed in Schedule 1 to this Assignment (the "Trademarks");
 - (ii) the registrant of the domain names listed in Schedule 2 to this Assignment (the "Domain Names"); and
 - (iii) the owner of the Domain Names.
- (C) The Assignor has agreed to assign all rights that it owns in any of the Trademarks and the Domain Names to the Assignee, along with any goodwill associated with the Trademarks.
- (D) Pursuant to 15 U.S.C. §1060, this Assignment is made in connection with the assignment of the portion of the business to which the Trademarks and Domain Names pertains.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Capitalised terms used, but not otherwise defined, in this Assignment shall have the meaning given to them in the Termination Agreement.

2. ASSIGNMENT

- 2.1 In accordance with the terms and conditions of the Termination Agreement and for good and valuable consideration the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee all of its rights, title and interest in and to the Trademarks and the Domain Names and any goodwill associated therewith.

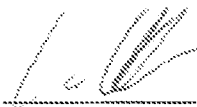
2.2 This Assignment is executed for the purposes of evidencing and confirming the transfer of the Trademarks and the Domain Names to the Assignee as provided in the Termination Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Termination Agreement as they relate to the Trademarks and Domain Names, including any of the representations, warranties, covenants or indemnities set forth in the Termination Agreement. In the event of any conflict between this Assignment and the Termination Agreement, the Termination Agreement shall prevail.

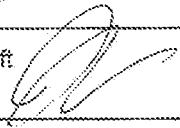
3. GOVERNING LAW AND JURISDICTION

This Agreement (including any claim or controversy arising out of or relating to this Agreement) shall be governed by the law of the State of New York without regard to conflict of law principles that would result in the application of any Applicable Law other than the laws of the State of New York.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties on the date first above written.

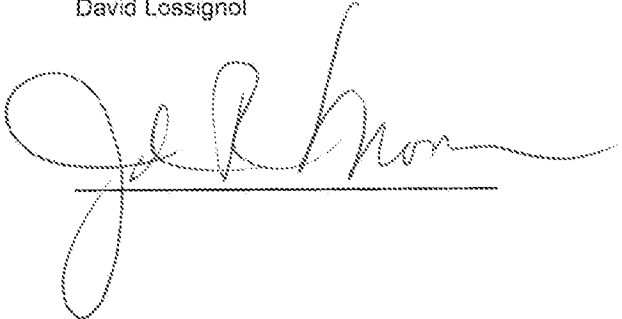
Signed by
for and on behalf of
NOVARTIS AG



Wojciech Kreft


David Lossignol

Signed by
for and on behalf of
ARRAY BIOPHARMA INC:



Schedule 1

Transferring Trademarks

Trademark	Country	Filing Number	Registration Number	Filing Type	Next Renewal Due	Status
BALIMEK	Argentina	3364383		NF		Pending
BALIMEK	Australia	1219468		MP		Pending
BALIMEK	Bosnia-Herzegovina	1219468		MP		Pending
BALIMEK	Brazil	908517939		NF		Pending
BALIMEK	Belarus	1219468		MP		Pending
BALIMEK	Canada	1700044		NF		Pending
BALIMEK	Switzerland	55705/2014		NF		Pending
BALIMEK	Chile	1129158		NF		Pending
BALIMEK	China	1219468		MP		Pending
BALIMEK	Colombia	1219458		MP		Pending

BALIMEK	Costa Rica	2014-009385		NF		Pending
BALIMEK	Dominican Republic	2014-31496		NF		Pending
BALIMEK	Ecuador	2014-24679		NF		Pending
BALIMEK	Egypt	1219468		MP		Pending
BALIMEK	European Union	012868519	012868519	CM	12 May 2024	Registered
BALIMEK	Guatemala	M-010093-2014		NF		Pending
BALIMEK	Hong Kong	303183156		NF		Pending
BALIMEK	Honduras	40482-14		NF		Pending
BALIMEK	Israel	269245		NF		Pending
BALIMEK	India	1219468		MP		Pending
BALIMEK	Iceland	1219468		MP		Pending
BALIMEK	Japan	1219468		MP		Pending
BALIMEK	South Korea / Republic of Korea	1219468		MP		Pending
BALIMEK	Liechtenstein	1219468		MP		Pending

BALIMEK	Montenegro	1219468		MP		Pending
BALIMEK	Mexico	1219468		MP		Pending
BALIMEK	Nigeria	FTT/2014/005164		NF	30 October 2021	Pending
BALIMEK	Nicaragua	2014-003961		NF		Pending
BALIMEK	Norway	1219468		MP		Pending
BALIMEK	New Zealand	1219468		MP		Pending
BALIMEK	Panama	236170		NF		Pending
BALIMEK	Peru	594568		NF		Pending
BALIMEK	Paraguay	48274		NF		Pending
BALIMEK	Serbia	1219468		MP		Pending
BALIMEK	Russian Federation	1219468		MP		Pending
BALIMEK	Singapore	1219468		MP		Pending
BALIMEK	El Salvador	2014139366		NF		Pending
BALIMEK	Turkey	1219468		MP		Pending

BALIMEK	Taiwan	103062082		NF		Pending
BALIMEK	Ukraine	1219468		MP		Pending
BALIMEK	United States of America	86278551		NF		Pending
BALIMEK	Venezuela	2014-016634		NF		Pending
BALIMEK	International Registration	1219468	1219468	MA	12 May 2024	Registered
BALIMEK	South Africa	2014/23532		NF		Pending
MEKTOVI	Argentina	3364384		NF		Pending
MEKTOVI	Australia	1211764		MP		Pending
MEKTOVI	Bosnia-Herzegovina	1211764		MP		Pending
MEKTOVI	Brazil	908518048		NF		Pending
MEKTOVI	Belarus	1211764		MP		Pending
MEKTOVI	Canada	1700047		NF		Pending
MEKTOVI	Switzerland	56744/2014		NF		Pending

MEKTOVI	Chile	1129162		NF		Pending
MEKTOVI	China	1211764		MP		Pending
MEKTOVI	Colombia	1211764		MP		Pending
MEKTOVI	Costa Rica	2014-009386		NF		Pending
MEKTOVI	Dominican Republic	2014-31494		NF		Pending
MEKTOVI	Ecuador	2014-24676		NF		Pending
MEKTOVI	Egypt	1211764		MP		Pending
MEKTOVI	European Union	012947248	012947248	CM	06 June 2024	Registered
MEKTOVI	Guatemala	M-010096-2014		NF		Pending
MEKTOVI	Hong Kong	303183129		NF		Pending
MEKTOVI	Honduras	40480-14		NF		Pending
MEKTOVI	Israel	269240		NF		Pending
MEKTOVI	India	1211764		MP		Pending
MEKTOVI	Iceland	1211764		MP		Pending

MEKTOVI	Japan	1211764		MP		Pending
MEKTOVI	South Korea / Republic of Korea	1211764		MP		Pending
MEKTOVI	Liechtenstein	1211764		MP		Pending
MEKTOVI	Montenegro	1211764		MP		Pending
MEKTOVI	Mexico	1211764		MP		Pending
MEKTOVI	Nigeria	F/T/2014/005185		NF	30 October 2021	Pending
MEKTOVI	Nicaragua	2014-003962		NF		Pending
MEKTOVI	Norway	1211764		MP		Pending
MEKTOVI	New Zealand	1211764		MP		Pending
MEKTOVI	Panama	236168		NF		Pending
MEKTOVI	Peru	594578		NF		Pending
MEKTOVI	Paraguay	48273		NF		Pending
MEKTOVI	Serbia	1211764		MP		Pending
MEKTOVI	Russian Federation	1211764		MP		Pending

MEKTOVI	Singapore	1211764		MP		Pending
MEKTOVI	El Salvador	2014139364		NF		Pending
MEKTOVI	Turkey	1211764		MP		Pending
MEKTOVI	Taiwan	103062080		NF		Pending
MEKTOVI	Ukraine	1211764		MP		Pending
MEKTOVI	United States of America	86302337		NF		Pending
MEKTOVI	Venezuela	2014-016637		NF		Pending
MEKTOVI	International Registration	1211764	1211764	MA	17 June 2024	Registered
MEKTOVI	South Africa	2014/29481		NF		Pending

Schedule 2

Transferring Domain Names

Domain Name	Current Status	Agent	Registration Date	Expiration Date
balimek.com	Registered	MarkMonitor	2014-11-13	2016-11-13

