

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368696

<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>
Bayer HealthCare LLC		10/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cronus Pharma LLC		
<b>Street Address:</b>	2 Tower Center Blvd		
<b>Internal Address:</b>	Suite 1101A		
<b>City:</b>	East Brunswick		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08816		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85796411	AMIMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7322271513		
<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>	7322617786		
<b>Email:</b>	msheridan@citronpharma.com		
<b>Correspondent Name:</b>	Cronus Pharma LLC		
<b>Address Line 1:</b>	2 Tower Center Blvd		
<b>Address Line 2:</b>	Suite 1101A		
<b>Address Line 4:</b>	East Brunswick, NEW JERSEY 08816		
<b>ATTORNEY DOCKET NUMBER:</b>	CRONUS TRADEMARK AMIMAX		
<b>NAME OF SUBMITTER:</b>	Hongmei Maggie Sheridan		
<b>SIGNATURE:</b>	/Hongmei Maggie Sheridan/		
<b>DATE SIGNED:</b>	01/11/2016		
<b>Total Attachments: 4</b>			
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## Trademarks Transfer Agreement

Between

- (1) **Bayer HealthCare LLC**, a limited liability company incorporated under Delaware law with an office at 12707 West Shawnee Mission Parkway, Shawnee, KS 66216, USA

(hereinafter referred to as the "Seller"),

and

- (2) **Cronus Pharma LLC**, a limited liability company incorporated under New Jersey law with an office at Two Tower Center Boulevard, Suite 1101A, East Brunswick, NJ 08816, USA

(hereinafter referred to as the "Purchaser").

WHEREAS Seller and Purchaser have entered into an Asset Sale and Purchase Agreement on October 9, 2015 (the "Agreement") on the divestment of certain assets and liabilities relating to Seller's Products related Business in the U.S. as defined in the Agreement. According to the Agreement, Seller shall sell and, with effect as of the Closing Date (as defined in the Agreement), assign, or cause to assign, to Purchaser the Trademarks registration according to Schedule 2.1 (a)(i) to the Agreement for the Trademarks described in Appendix I of this Trademarks Transfer Agreement (collectively, the "Trademarks").

WHEREAS the Trademarks are used and owned by Seller, whether registered or not registered in the name of Seller.

WHEREAS the purpose of this agreement is to assign and otherwise transfer the Trademarks to Purchaser with effect as of the Closing Date in line with the Agreement.

WHEREAS terms with capital letters have the same meaning ascribed to them in the Agreement unless herein differently defined.

NOW, THEREFORE, it is hereby agreed as follows:

**Section 1**  
**Assignment**

- 1.1 Seller hereby assigns, transfers and sets over to Purchaser all rights, titles and interests in the Trademarks, together with (i) all privileges and advantages thereto including, without limitation, all associated goodwill, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereto, and (ii) all books, records and other documentation that are related to the Trademarks, to hold unto Purchaser absolutely and Purchaser herewith accepts the assignment of the Trademarks.

**Section 2**  
**Representations and Liability**

- 2.1 Any representations, warranties or indemnifications with respect to the Trademarks, or any of the transactions described in the Agreement or in this agreement and any remedies of Purchaser are exclusively governed by the Agreement.

**Section 3**  
**Documentation and Costs**

- 3.1 Purchaser shall be solely responsible for the preparation and recordation before the U.S. Patent and Trademark Office of all documents necessary to evidence Purchaser as new owner of the Trademarks. Seller shall reasonably assist Purchaser in preparing and executing the documents necessary to record the assignment of the Trademarks in the name of Purchaser or any of its designated affiliates. Without limiting the generality of the foregoing, Seller will use reasonable efforts to execute or cause to be executed all agreements and documents and to take or cause to be taken all other actions necessary under applicable laws and regulations to evidence the recording of Purchaser (or any of its designated affiliates) as the owner of the Trademarks.
- 3.2 All cost and expenses related to the preparation and recordation of all documents necessary to evidence Purchaser as new owner of the Trademarks shall be borne by Purchaser.
- 3.3 Following execution of this agreement, Seller shall hold the Trademarks as nominee and trustee for and on behalf of Purchaser (or its nominated representative) and shall use its reasonable endeavors (subject to reimbursement of its out of pocket costs by Purchaser) to maintain the Trademarks until the assignment of the Trademarks is recorded but for no

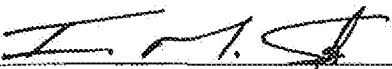
longer than twelve (12) months after execution of this agreement. If a third party initiates proceedings within the afore-said period challenging the validity of the Trademarks, Seller shall provide to Purchaser (at Purchaser's sole cost and expense) all assistance reasonably necessary in order to defend the Trademarks.

**Section 4**  
**Miscellaneous**

- 4.1 Sections 11.4, 11.8, 11.9, 11.12 of the Agreement apply to this Trademark Transfer Agreement.

IN WITNESS WHEREOF, the parties have signed this agreement.

**Bayer HealthCare LLC**



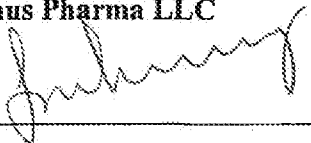
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Name: Ian Spinks

Title: President BAH North America

Place, date: Shawnee, KS, November 9, 2015

**Cronus Pharma LLC**



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Name: Srikanth Thogarchedu

Title: President

Place, date: East Brunswick, NJ, November 9, 2015