

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pragma Pharmaceuticals, LLC		10/01/2015	LIMITED LIABILITY COMPANY: NEW YORK
Fera Pharmaceuticals, LLC		10/01/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Vernalis (R&D) Limited		
Street Address:	100 Berkshire Place, Wharfedale Road		
City:	Winnersh, Wokingham, Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG41 5RD		
Entity Type:	CORPORATION: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3706773	MOXATAG 1	
Registration Number:	3627404	MOXATAG	
CORRESPONDENCE DATA			
Fax Number:	2027785439		
<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:	202.662.5439		
Email:	trademarks@cov.com		
Correspondent Name:	Marie Lavalleye		
Address Line 1:	One CityCenter, 850 Tenth Street NW		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	034290.00002		
NAME OF SUBMITTER:	Marie Lavalleye		
SIGNATURE:	/MarieLavalleye/		
DATE SIGNED:	01/29/2016		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made effective as of 1 October 2015 by and between Vernalis (R&D) Limited, a private limited company organized under the laws of England and Wales with company number 1985479 ("Assignee"), Fera Pharmaceuticals, LLC, a New York limited liability company ("Fera"), and Pragma Pharmaceuticals, LLC, a New York limited liability company ("Pragma" and, together with Fera, "Assignors" and each of Fera and Pragma an "Assignor"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), providing for, among other things, the sale to Assignee by Assignors all of Assignors' right, title and interest in the U.S. registered trademarks set forth on Schedule A hereto (the "Moxatag Trademarks"); and

WHEREAS, in accordance therewith, Assignors desire to sell, transfer, convey and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' right, title and interest in, to and under the Moxatag Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignors hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts from Assignors, all of Assignors' right, title and interest in, to and under the Moxatag Trademarks, together with the goodwill associated therewith and which is symbolized thereby, all rights to bring an action, whether at law or in equity, for infringement, misappropriation, or misuse of the Moxatag Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignors had this Trademark Assignment not been made.

Assignors hereby authorize and request the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Moxatag Trademarks and to issue to Assignee, in lieu of Assignors, in accordance with this instrument, all future letters, notices and any other communications and documents bearing on the Moxatag Trademarks.

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 its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Each of the parties hereto covenants and agrees to do, execute, acknowledge and deliver, at the reasonable request of the other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignment contemplated by this Trademark Assignment.

Should any part of this Trademark Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Trademark Assignment had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in its entirety, but rather shall be observed and performed by the parties to the extent such provision is valid and enforceable.

This Trademark Assignment is subject to and limited by the terms and provisions of the Asset Purchase Agreement, and in the event of any conflict between this Trademark Assignment and the Asset Purchase Agreement, the terms, provisions and limitations of the Asset Purchase Agreement shall control. Notwithstanding anything to the contrary in this Trademark Assignment, nothing herein is intended to, nor shall it, enlarge, modify or otherwise alter the representations, warranties, rights, remedies, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

This Trademark Assignment may be signed in any number of counterparts, including by facsimile copies or by electronic scan copies delivered by email, each of which will be deemed an original, and all of which will constitute one and the same instrument. Delivery of an executed counterpart signature page by facsimile or by electronic scan copies delivered by email is as effective as executing and delivering this Trademark Assignment in the presence of the other party to this Trademark Assignment. This Trademark Assignment is effective upon delivery of one executed counterpart from each party to the other party.

This Trademark Assignment may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Trademark Assignment may be changed, modified or terminated only by an agreement in writing signed by the Assignors and Assignee.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignors and Assignee have executed this Trademark Assignment as of the date first written above.

FERA PHARMACEUTICALS, LLC

By: Frank Della Fera

Name: Frank Della Fera

Title: President

STATE OF New York)
)ss.

COUNTY OF Nassau)

On Sept. 16th 2015 before me, the undersigned, a Notary Public in and for such State, personally appeared Frank Della Fera, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

Rosanna Santoro
Notary Public
My Commission expires on: 6/1/19

ROSANNA SANTORO
Notary Public, State of New York
No. 01SA4885456
Qualified in Nassau County
Commission Expires June 01, 2019

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignors and Assignee have executed this Trademark Assignment as of the date first written above.

PRAGMA PHARMACEUTICALS, LLC

By: Janet DellaFera
Name: Janet L DellaFera
Title: C.E.O.

STATE OF New York)
)ss.
COUNTY OF Nassau)

On 16th, before me, the undersigned, a Notary Public in and for such State, personally appeared Janet DellaFera personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

Rosanna Santoro
Notary Public
My Commission expires on: 6/1/19

ROSANNA SANTORO
Notary Public, State of New York
No. 01SA4885456
Qualified in Nassau County
Commission Expires June 01, 2019

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignors and Assignee have executed this Trademark Assignment as of the date first written above.

VERNALIS (R&D) LIMITED

By: Ian Garland
Name: IAN GARLAND
Title: DIRECTOR & CEO

On this 17th day of September, 2015 before me KEVIN PATRICK KISSANE, the undersigned solicitor, personally appeared IAN GARLAND, known personally to me to be DIRECTOR & CEO of Vernalis (R&D) Limited, and acknowledged that he/~~she~~, being authorized so to do, executed this Trademark Assignment, and that by his/~~her~~ signature on the Trademark Assignment, Vernalis (R&D) Limited executed the Consent.

IN WITNESS WHEREOF I have hereunto set my hand.

Kevin Kissane
Solicitor KEVIN PATRICK KISSANE

**SCHEDULE A
MOXATAG TRADEMARKS**

U.S. Registered Trademark "**moxatag**"; Reg. No. 3706773; Reg. Date
November 3, 2009

U.S. Registered Trademark "MOXATAG"; Reg. No. 3627404; Reg. Date May 26, 2009