

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SANOFI		02/24/2016	Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	KALEO, INC.		
Street Address:	111 Virginia Street, Suite 405		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23219		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85081332	AUVI-Q	
Serial Number:	85340080		
Serial Number:	85697230	AUVI-Q	
Serial Number:	85697211	AUVI-Q	
Serial Number:	86103968	TALKS YOU THROUGH	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	2028427800		
Email:	mobleysg@cooley.com		
Correspondent Name:	Peter J. Willsey, Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	306456-20000		
NAME OF SUBMITTER:	Susan Mobley		
SIGNATURE:	/Susan Mobley/		
DATE SIGNED:	04/11/2016		
Total Attachments: 5			

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS ASSIGNMENT (“Assignment”) is made effective as of February 24, 2016 between **SANOFI**, a corporation organized and existing under the Laws of France (“Assignor”), and **KALEO, INC.**, a Virginia corporation (“Assignee”). Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to them in the Termination Agreement.

BACKGROUND: Assignor is the legal and registered owner of the Trademarks (as defined below) and Domain Names (as defined below) set forth below. Sanofi-Aventis U.S. LLC, an Affiliate of Assignor, and Assignee are parties to that certain Termination Agreement of even date herewith (the “Termination Agreement”) which requires the execution and delivery of this Assignment. As used in this Assignment:

- (i) “Territory” shall mean the United States, including its territories and possessions, Canada and France.
- (ii) “Trademarks” shall mean the trademarks set forth on Schedule 1 attached hereto.
- (iii) “Domain Names” shall mean the following domain names:

auvi-q.com
auvi-qatschool.com
auviqatschool.com
helloauvi-q.com
helloauviq.com
treatinganaphylaxis.com
aboutanaphylaxis.com
anaphylaxisguide.com
anaphylaxisresource.com
severeallergyresource.com
severeallergyguide.com
ussevereallergysocial.com

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT OF TRADEMARKS.** Assignor hereby sells, assigns, transfers and sets over to Assignee, which hereby agrees to purchase, all of Assignor’s right, title, and interest in and to the Trademarks in the Territory, including all common law rights in the Trademarks in the Territory, any goodwill of the business associated with the Trademarks in the Territory, and all rights to sue for any past, present or future infringement or unauthorized use of the Trademarks in the Territory and to recover all associated damages.

- (a) French and U.S. trademarks “**AUVI-Q COMPANION**”, shall be assigned to Assignee, upon completion of the U.S. registration of U.S. Trademark “**AUVI-Q COMPANION**”. Assignor will make commercially reasonable efforts to achieve said registration. Upon completion of the above referenced U.S. registration, Assignor and Assignee shall enter into a separate Trademark Assignment Agreement in connection with the assignment of French and U.S. trademarks “**AUVI-Q COMPANION**”.

2. ASSIGNMENT OF DOMAIN NAMES. Assignor hereby sells, assigns, transfers and sets over to Assignee, which hereby agrees to purchase, all of Assignor's right, title, and interest in and to the Domain Names.

3. Assignee hereby agrees to purchase the Trademarks and Domain Names and to take over the handling of the Trademarks and Domain Names pending files as of the effective date of this Assignment, including but not limited to their maintenance, administrative oppositions that are based on the Trademarks.

4. REPRESENTATIONS AND WARRANTIES. Except as expressly provided in the Termination Agreement, Assignor makes no representations or warranties, express or implied, with respect to the Trademarks or Domain Names.

5. FURTHER ACTION. Assignee shall take all necessary action to make the transfer of Trademarks recorded by each competent trademark office within two (2) months from the effective date of this Assignment and at its own expense. With respect to the Domain Names (a) Assignor shall (i) at Assignee's request only, release any "lock" placed on the Domain Names, obtain the authorization code and provide that code to Assignee, confirm the requested transfer upon receipt of a timely request to do so from the registrar used by Assignee for the Domain Names and (ii) in the case of such request, execute and deliver all authorizations necessary to effectuate electronic transfer of the Domain Names and all further documents and instruments in connection with such transfer, in each case ((i) and (ii)) at the cost of Assignee, and (b) Assignee shall initiate such transfer within two (2) months after the effective date of this Assignment, at the cost of Assignee. In addition, from and after the effective date of this Assignment:

- (a) All costs due and payable in connection with the registration, maintenance and prosecution of the Trademarks and Domain Names shall be borne by the Assignee; and
- (b) All costs due or payable in connection with the recordal of this Trademark and Domain Name Assignment Agreement with any relevant Trademark Offices and/or any relevant Registrar and/or with any relevant tax authority, including but not limited to payment of transfer taxes, stamp duties, registration fees and any other taxes relating to or arising out of this Assignment, shall be borne by the Assignee.

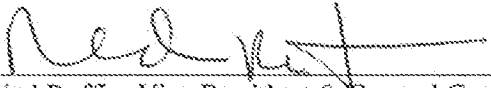
6. FURTHER ASSURANCES. As and when requested in writing by Assignee, from time to time, sufficiently in advance, and at Assignee's cost and expense, Assignor shall execute and deliver or cause to be executed and delivered, such documents and instruments, and shall take or cause to be taken, such further actions as may be reasonably necessary to carry out the purposes of this Assignment.

7. GENERAL. This Assignment shall be governed by the laws of the State of New York, USA, excluding its conflict of laws provision, and shall be subject to the provisions of the Termination Agreement. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

KALEO, INC.

By: 
Ned Ruffin, Vice President & General Counsel

SANOFI

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

KALEO, INC.

By: _____

Name: _____

Title: _____

SANOBI

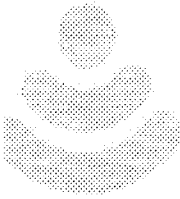
By: _____ 

Name: Eumannele RASON

Title: Associate Vice President, Trade Mark

[Signature Page to Trademark and Domain Name Assignment Agreement]

Schedule 1
Trademarks

Mark	Country/State	Application Number	Application Date	Registration Number	Registration Date	Logo	Status
AUVI-Q	CANADA	1515237	14 Feb 2011			N/A	PUBLISHED
AUVI-Q logo	FRANCE	133990570	15 Mar 2013	133990570	15 Mar 2013		REGISTERED
AUVI-Q Logo couleurs	FRANCE	13/3990557	15 Mar 2013	13/3990557	15 Mar 2013		REGISTERED
AUVI-Q Logo noir et blanc	FRANCE	13/3990520	15 Mar 2013	13/3990520	15 Mar 2013		REGISTERED
AUVI-Q	UNITED STATES OF AMERICA	85/081,332	09 Jul 2010	4,324,770	23 Apr 2013	N/A	REGISTERED
AUVI-Q logo	UNITED STATES OF AMERICA	85/340,080	07 Jun 2011	4,460,777	07 Jan 2014		REGISTERED
AUVI-Q Logo couleurs	UNITED STATES OF AMERICA	85/697,230	07 Aug 2012	4,449,853	17 Dec 2013		REGISTERED
AUVI-Q Logo noir et blanc	UNITED STATES OF AMERICA	85/697,211	07 Aug 2012	4,449,852	17 Dec 2013		REGISTERED
TALKS YOU THROUGH	UNITED STATES OF AMERICA	86/103,968	29 Oct 2013	4,561,519	1 Jul 2014	N/A	REGISTERED
ALLERJECT	CANADA	1,559,215	10 Jan 2012	TMA 876,443	25 Apr 2014	N/A	REGISTERED