

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RXF Technologies, Inc.		05/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Intercept Pharmaceuticals, Inc.		
Street Address:	450 W. 15th Street, Suite 505		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86710865	OCALIVA	
Serial Number:	86710924	OCALIVA	
Serial Number:	86715524		
CORRESPONDENCE DATA			
Fax Number:	2482844094		
<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:	2482844094		
Email:	info@bridgeip.net		
Correspondent Name:	Jennifer Sheehan Anderson		
Address Line 1:	27332 Woodward Ave., Ste 200		
Address Line 4:	Royal Oak, MICHIGAN 48067		
NAME OF SUBMITTER:	Jennifer Sheehan Anderson		
SIGNATURE:	/Jennifer Sheehan Anderson/		
DATE SIGNED:	06/01/2016		
Total Attachments: 2			
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U.S. TRADEMARK ASSIGNMENT

Effective this 31st day of May, 2016 RXF Technologies, Inc. a Delaware corporation with an address at 27332 Woodward Avenue, Suite 200, Royal Oak, Michigan 48067 ("Assignor"), wishes to assign to Intercept Pharmaceuticals, Inc., a Delaware corporation with an address at 450 W. 15th Street, Suite 505, New York, New York 10011 ("Assignee") the entire right, title and interest in and to the trademarks listed on Schedule A (collectively, the "Trademark Rights"), including any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the mark is used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof.

In view of the payment of Ten dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee, any and all right, title and interest in and to the Trademark Rights.


Assignor shall, without further consideration, execute any additional documents as may be reasonably requested by Assignee to prove and record this Assignment.

This Assignment and all terms hereof shall be binding upon and enure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth below.

Assignor

RXF TECHNOLOGIES, INC.

By: 

Its: Chief Financial Officer

Schedule A

FILE REFERENCE	COUNTRY	TRADEMARK	APPL. NO.	APPL. DATE	STATUS
715.021100	United States of America	OCALIVA	86710865	31-Jul-15	Pending
715.021102	United States of America	OCALIVA & Design	86710924	31-Jul-15	Pending
715.021125	United States of America	SUN Logo	86715524	5-Aug-15	Pending