

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399347

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/31/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novartis AG		09/01/2016	Corporation: SWITZERLAND

RECEIVING PARTY DATA

Name:	SEQIRUS UK LIMITED
Street Address:	Point, 29 Market Street
City:	Maidenhead, Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	SL6 8AA
Entity Type:	England and Wales limited company: UNITED KINGDOM

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4560416	FLUAD 65
Registration Number:	4567160	FLUAD 65+
Registration Number:	3890355	FLUCELVAX
Registration Number:	4515496	FLUCELVAX INFLUENZA VIRUS VACCINE
Registration Number:	3911227	CELLDEMIC
Serial Number:	86710460	FLUAD INFLUENZA VACCINE
Serial Number:	86685671	FLUAD QUAD
Serial Number:	86685698	FLUCELVAX QUAD
Registration Number:	3235746	FLUSOURCE.COM
Registration Number:	3890358	FLUVERSE
Registration Number:	4443853	FOCLIVIA
Serial Number:	86688595	OPTAFLU
Registration Number:	4148605	VANTAFLU
Registration Number:	4280986	VAXFINDER

CORRESPONDENCE DATA

Fax Number: 2128135901

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.

TRADEMARK

Phone: 2128135900
Email: assignments@fzlj.com
Correspondent Name: NANCY SABARRA
Address Line 1: FROSS ZELNICK LEHRMAN & ZISSU, P.C.
Address Line 2: 866 UNITED NATIONS PLAZA
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: SEQI 1507595

DOMESTIC REPRESENTATIVE

Name: FROSS ZELNICK LEHRMAN & ZISSU, P.C.
Address Line 1: 866 UNITED NATIONS PLAZA
Address Line 4: NEW YORK, NEW YORK 10017

NAME OF SUBMITTER: Nancy Sabarra

SIGNATURE: /nes/

DATE SIGNED: 09/21/2016

Total Attachments: 6

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DATED 1 SEPTEMBER 2016

NOVARTIS AG

and

SEQIRUS UK LIMITED

CONFIRMATORY TRADEMARK
ASSIGNMENT

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CONFIRMATORY IP ASSIGNMENT

DATE: 1 September 2016

BETWEEN:

- (1) **NOVARTIS AG**, a corporation (*Aktiengesellschaft*) incorporated in Switzerland with company registration number CHE-103.867.266 and whose registered office is at 4002 Basel, Switzerland ("**Assignor**"); and
- (2) **SEQIRUS UK LIMITED**, a company incorporated under the laws of England and Wales, whose registered office is at Point, 29 Market Street, Maidenhead, Berkshire, United Kingdom, SL6 8AA ("**Assignee**").

RECITALS:

- (A) Pursuant to an Intellectual Property Assignment Agreement dated 31 July 2015 (the "**Assignment**"), Assignor has assigned to Assignee all of its right, title and interest in and to the intellectual property rights as further set out herein.
- (B) This documents the transfer of the Assigned Trademarks for the Purposes of recordal of the assignment of such rights with the relevant intellectual property office.
- (C) Assignee acquired the Assigned Trademarks as part of the acquisition of the ongoing and related business of the assignor.

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 "**Assigned Trademarks**" means the Trademarks identified in the Schedule attached hereto.
- 1.2 "**Trademarks**" means trademarks, service marks, trade names, certification marks, service names, industrial designs, brand names, brand marks, trade dress rights, identifying symbols, logos, emblems, and signs or insignia and all goodwill of the business in relation to which any of the foregoing are used (but no other or greater goodwill)

2. CONFIRMATORY ASSIGNMENT

- 2.1 In order to document the above transaction and in consideration of the mutual obligations and promises of the parties, the Assignor hereby confirms the assignment of and as necessary hereby assigns to the Assignee, which hereby confirms its acceptance of, all of Assignor's right, title, and interest in and to:
 - (a) the Assigned Trademarks;
 - (b) all rights of action pertaining to the Assigned Trademarks, including, without limitation, the right to sue and recover for past, present and future infringement of the Assigned Trademarks;
 - (c) the right to initiate other proceedings before all governmental entities with respect to the Assigned Trademarks;

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- (d) the goodwill of the business connected with the use of and symbolised by the Assigned Trademarks (but no other or greater goodwill), including all rights of action pertaining to such goodwill.

3. FURTHER ASSURANCE

The Assignor agrees at the request and cost of the Assignee that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement.

4. GOVERNING LAW & JURISDICTION

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, English law and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

5. GENERAL

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until each party has executed at least one counterpart.

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SCHEDULE A

Mark	Country	Filing Number	Registration Number	Registered Owner
FLUAD 65	United States of America	86-143602	4560416	Novartis AG
FLUAD 65+	United States of America	86/109782	4567160	Novartis AG
FLUCELVAX	United States of America	85/074013	3890355	Novartis AG
INFLUENZA VACCINE FLUCELVAX and Design	United States of America	85/720254	4515496	Novartis AG
CELLDEMIC	United States of America	85/073952	3911227	Novartis AG
FLUAD Influenza Vaccine and Design in Color	United States of America	86710460		Novartis AG
FLUAD QUAD	United States of America	86685671		Novartis AG
FLUCELVAX QUAD	United States of America	86685698		Novartis AG
FLUSOURCE.COM	United States of America	77/015,864	3,235,746	Novartis AG
FLUVERSE	United States of America	85/074040	3890358	Novartis AG
FOCLIVIA	United States of America	85/916347	4443853	Novartis AG
OPTAFLU	United States of America	86688595		Novartis AG
VANTAFLU	United States of America	85179306	4148605	Novartis AG
VAXFINDER	United States of America	85/641243	4280986	Novartis AG

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Trade Mark Assignment

EXECUTED by the parties:

Signed for and on behalf of **NOVARTIS AG**:

Signature:

[Handwritten Signature]

Name:

Hsueh Polzin

Title:

Authorized Representative

Date:

9/1/16

Signed for and on behalf of **SEQIRUS UK LIMITED**:

Signature:

[Handwritten Signature]

Name:

Nicole Rizzo Smith

Title:

Authorized Representative

Date:

9/1/16

USA

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Owner: Seqirus UK Limited
Point, 29 Market Street, Maidenhead, Berkshire, United Kingdom, SL6 8AA

Our Ref: SEQI 1601370

**REQUEST FOR CHANGE OF ADDRESS FOR CORRESPONDENCE AND
APPOINTMENT OF DOMESTIC REPRESENTATIVE**

Box NO FEE
Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ADDRESS FOR CORRESPONDENCE

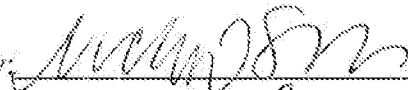
Owner requests that all correspondence in connection with the applications and registrations that it owns be directed to the law firm of Fross Zelnick Lehrman & Zissu, P.C., 866 United Nations Plaza, New York, New York 10017, ATTENTION: Nancy Sabarra (Tel.: 212-813-5900), its attorneys.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Owner hereby appoints the law firm of Fross Zelnick Lehrman & Zissu, P.C. of 866 United Nations Plaza, New York, New York 10017 (Tel: 212-813-5900) its attorneys and representatives upon whom notices or process in proceedings affecting the marks that it owns may be served.

Dated: 1 September 2016

Seqirus UK Limited

By: 
Name: Nicole Rizzo Smith
Title: Authorized Representative