

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astellas Pharma US, Inc.		07/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Astellas USA Foundation		
Street Address:	1 Astellas Way		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Non-Profit Corporation: D.C.		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87080340	SCIENCE WORX	
Serial Number:	87080341	SCIENCE WORX	
CORRESPONDENCE DATA			
Fax Number:	2027785299		
<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:	202.662.5299		
Email:	trademarks@cov.com		
Correspondent Name:	Kathleen Gallagher-Duff		
Address Line 1:	One CityCenter, 850 Tenth Street NW		
Address Line 2:	Covington & Burling LLP		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Kathleen Gallagher-Duff		
SIGNATURE:	/KathleenGallagher-Duff/		
DATE SIGNED:	10/18/2016		
Total Attachments: 3			
source=Astellas USA Foundation Trademark Assignment_Final#page1.tif			
source=Astellas USA Foundation Trademark Assignment_Final#page2.tif			
source=Astellas USA Foundation Trademark Assignment_Final#page3.tif			

CH \$65.00 87080340

CONFIRMATORY ASSIGNMENT OF TRADEMARKS

This CONFIRMATORY TRADEMARK ASSIGNMENT ("Assignment"), effective as of July 13, 2016 ("Effective Date"), is by and between Astellas Pharma US, Inc., a Delaware corporation located and doing business at 1 Astellas Way, Northbrook, Illinois 60062 ("Assignor"), and Astellas USA Foundation, a District of Columbia non-profit corporation located and doing business at 1 Astellas Way, Northbrook, Illinois 60062 ("Assignee").

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor did, and hereby does, assign, convey and transfer to Assignee (and its successors and assigns), and Assignee did and hereby accepts, all of Assignor's right, title and interest in and to the marks SCIENCE WORX and SCIENCE WORX & Design (collectively, the "Marks") and the pending federal registration applications for SCIENCE WORX (Serial No. 87/080,340) and SCIENCE WORX & Design (Serial No. 87/080,341) (collectively, the "Applications"), including all common law and statutory rights therein and all trademark registrations and applications therefor, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Marks and Applications, all rights to bring an action, whether at law or in equity, for all past, present or future infringement, dilution, misappropriation, misuse or other violation of the Marks and Applications, all rights to secure and recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks and Applications, and all goodwill of the business associated with and symbolized by the Marks and Applications.

2. Successor to the Business. Assignee is a successor to that portion of Assignor's business to which the Marks and Applications belong, which portion of such business is ongoing and existing.

3. Recordation. Assignor hereby authorizes Assignee to record this Assignment with the U.S. Patent and Trademark Office against each of the Applications and to take such other action as may be necessary to record Assignee as the record owner thereof.

4. Further Acts. Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such confirmatory assignments, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

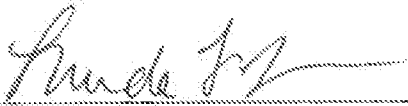
5. Counterparts. This Assignment shall be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

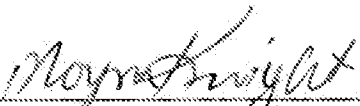
6. Binding Effect. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of the parties hereunder and their respective heirs, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed in their respective names by their duly authorized representatives to be effective as of the Effective Date.

ASTELLAS PHARMA US, INC.

ASTELLAS USA FOUNDATION

By: 
Name: Linda F. Friedman
Title: Secretary
Date: 10-5-16

By: 
Name: Moyra Knight
Title: President
Date: 10-7-16