

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunovion CNS Development Canada ULC		10/21/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Sunovion Pharmaceuticals Inc.		
Street Address:	84 Waterford Drive		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87078707	CYNAPSUS	
Serial Number:	86675916	KYNAGYLE	
Serial Number:	86656477	KYNMOBI	
Serial Number:	86675914	LIBKYNA	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	81277.cynapsus		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	11/28/2016		

OP \$115.00 87078707

Total Attachments: 20

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Confirmatory Intellectual Property Assignment

This Confirmatory Intellectual Property Assignment is made as of the 21st day of October, 2016 (the “**Effective Date**”)

BETWEEN

SUNOVION CNS DEVELOPMENT CANADA ULC (加拿大桑诺维恩茨恩斯发展公司)

a corporation incorporated under the laws of British Columbia, Canada with its principal office located at 1600 – 925 West Georgia Street, Vancouver BC V6C 3L2 Canada (加拿大卑诗省温哥华佐治亚西街925号1600, 邮编: V6C 3L2)

(hereinafter the “**Assignor**” or “**Party**”)

- and -

SUNOVION PHARMACEUTICALS INC. (桑诺维恩药品公司),
a corporation incorporated under the laws of Delaware, United States of America, with its principal office located at 84 Waterford Drive, Marlborough, MA 01752 United States of America (美国,马萨诸塞州,马尔伯勒,沃特福德道84号)

(hereinafter the “**Assignee**” or “**Party**”).

WHEREAS:

- A. Assignor was the owner of Intellectual Property in various jurisdictions around the world.
- B. Assignee is the parent of Assignor being its sole shareholder.
- C. By way of a reduction of stated capital, evidenced by an Instrument of Conveyance dated the Effective Date, Assignor conveyed, transferred, assigned and set over all of its rights, title, and interests in and to the Intellectual Property to Assignee, including the business to which the Intellectual Property pertains.
- D. Assignor and Assignee now wish to confirm this assignment of Intellectual Property for all jurisdictions throughout the world.

NOW THEREFORE for the sum of \$15.00 CAD (fifteen Canadian dollars), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties confirm and agree as follows:

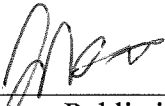
1. Capitalized terms used in this Confirmatory Intellectual Property Assignment shall have the following meanings:
 - (a) “**Confirmatory Assignment**” means this Confirmatory Intellectual Property Assignment.
 - (b) “**Intellectual Property**” means: (i) trademarks, whether registered or unregistered and all common law rights therein together with all goodwill associated therewith; (ii) domains names, whether legally, equitably, or beneficially owned or registered, together with all goodwill associated therewith; (iii) copyright, whether registered or unregistered; (iv) tradenames, whether registered or unregistered, together with all goodwill associated therewith; (v) industrial designs, whether registered or unregistered, together with all goodwill associated therewith; (vi) trade dress, whether registered or unregistered, together with all goodwill associated therewith; (vii) any and all other goodwill associated with the business of Assignor; and (viii) all rights arising from the foregoing, including without limitation, the right to apply for and/or register the foregoing, the right to oppose or challenge applications for registration by others and registrations of others (including without limitation oppositions arising from events that occurred prior to the Effective Date), the right to bring and defend proceedings and obtain and retain any relief recovered (including without limitation damages or an account of profits) in respect of any infringement, misappropriation, or any other cause of action (including without limitation causes of action arising from events that occurred prior to the Effective Date), and the right to any and all other protections of the foregoing.
 - (c) “**Parties**” means the Assignor and Assignee.
2. Assignor hereby confirms that, as of the Effective Date, Assignor has conveyed, transferred, assigned and set over to Assignee, without any limitation whatsoever, all of Assignor’s worldwide rights, title, and interest (whether legal, equitable, beneficial or otherwise) in and to the Assignor’s Intellectual Property, including without limitation all trademarks and domain names specifically identified in Schedule A hereto, including the business to which the Intellectual Property pertains.
3. Assignor hereby confirms that, as of the Effective Date, Assignor has assigned its business together with all goodwill associated therewith throughout the world, to Assignee.
4. Assignee hereby confirms that, as of the Effective Date, it is successor to Assignor’s business.
5. Assignor shall, without further consideration, do all things and execute all documents to:
 - (i) secure and protect the Assignee’s rights, title and interest in and to the Intellectual Property that Assignor has conveyed, transferred, assigned and set over to Assignee as of the Effective Date; and
 - (ii) give effect to this Confirmatory Assignment.

6. This Confirmatory Assignment is binding on the Parties and their successors, heirs and assigns.
7. This Confirmatory Assignment may be executed and delivered electronically in counterparts, each of which is deemed to be an original.
8. This Confirmatory Assignment is governed by and construed in accordance with the laws of Ontario and the Federal laws of Canada. The Parties attorn to the exclusive jurisdiction of the courts of the province of Ontario or the Federal Court of Canada, as applicable.

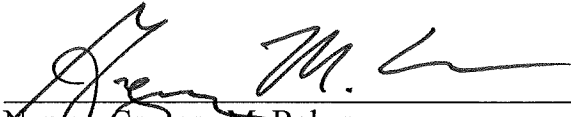
[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Confirmatory Assignment as of the Effective Date.

IN TESTIMONY WHEREOF I have subscribed my name and affixed my Notarial Seal of Office below in the City of Toronto, in the Province of Ontario, this 21st day of October, 2016



A Notary Public in and for the Province of Ontario

SUNOVION CNS DEVELOPMENT CANADA ULC


By: 
Name: Gregory M. Bokar
Title: Director

I have authority to bind the corporation

IN TESTIMONY WHEREOF I have subscribed my name and affixed my Notarial Seal of Office below in the City of Toronto, in the Province of Ontario, this 21st day of October, 2016


A Notary Public in and for the Province of Ontario

SUNOVION PHARMACEUTICALS INC.

By: 
Name: Gregory M. Bokar
Title: Senior Vice President, Legal Affairs and Corporate Secretary

I have authority to bind the corporation

SCHEDULE A

Trade names

Cynapsus

Common Law Trademarks

CYNAPSUS

CYNAPSUS

Trademark Applications/Registrations

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
Bolivia	KYNAGYLE	BO	Cynapsus Therapeutics Inc.	5422-2015	2015- 10-29		5
Bolivia	KYNMOBI	BO	Cynapsus Therapeutics Inc.	5423-2015	2015- 10-29		5
Bolivia	LIBKYNA	BO	Cynapsus Therapeutics Inc.	5421-2015	2015- 10-29		5
Canada	CYNAPSUS	CA	Cynapsus Therapeutics Inc.	1,785,284	2016- 06-02		Goods: sublingual thin filmstrip of apomorphine to treat Parkinson's Disease OFF (hypomobility) episodes; pharmaceutical preparations for the treatment of Parkinson's Disease OFF (hypomobility) episodes, delivered orally

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
							via a sublingual thin filmstrip; therapeutic preparations to manage Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip; pharmaceutical preparations for the treatment of Parkinson's Disease; therapeutic preparations for the treatment of Parkinson's Disease; pharmaceutical preparations for the treatment of the central nervous system, namely central nervous system movement disorders and infections, and brain diseases; therapeutic pharmaceutical preparations for the treatment of

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
							the central nervous system, namely central nervous system movement disorders and infections, and brain diseases; pharmaceutical preparations acting on the central nervous system; therapeutic pharmaceutical preparations acting on the central nervous system; drug delivery agents in the form of sublingual filmstrips to provide release of active ingredients Services: providing information regarding Parkinson's Disease and Parkinson's Disease OFF (hypomobility) episodes; providing

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
							information in the field of central nervous system disorders, infections, and diseases; research and development in the field of central nervous system pharmaceuticals; pharmaceutical research and development; research and development of medicines
Canada	KYNAGYLE	CA	Cynapsus Therapeutics Inc.	1,726,230	2015-04-30		Goods: sublingual thin filmstrip of apomorphine to treat Parkinson's Disease OFF (hypomobility) episodes; pharmaceutical preparations for the treatment of Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip;

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
							therapeutic preparations to manage Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip; pharmaceutical preparations for the treatment of Parkinson's Disease; pharmaceutical preparations, namely, drug delivery agents in the form of sublingual filmstrips to provide release of active ingredients; therapeutic pharmaceutical preparations for the treatment of Parkinson's Disease; therapeutics, namely, drug delivery agents in the form of sublingual filmstrips to

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
							provide release of active ingredients. Services: providing information regarding Parkinson's Disease and Parkinson's Disease OFF (hypomobility) episodes
Canada	KYNMOBI	CA	Cynapsus Therapeutics Inc.	1,726,232	2015-04-30		Goods: sublingual thin filmstrip of apomorphine to treat Parkinson's Disease OFF (hypomobility) episodes; pharmaceutical preparations for the treatment of Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip; therapeutic preparations to manage Parkinson's Disease OFF (hypomobility)

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
							episodes, delivered orally via a sublingual thin filmstrip; pharmaceutical preparations for the treatment of Parkinson's Disease; pharmaceutical preparations, namely, drug delivery agents in the form of sublingual filmstrips to provide controlled release of active ingredients; therapeutic pharmaceutical preparations for the treatment of Parkinson's Disease; therapeutics, namely, drug delivery agents in the form of sublingual filmstrips to provide controlled release of active ingredients. Services:

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
							providing information regarding Parkinson's Disease and Parkinson's Disease OFF (hypomobility) episodes
Canada	LIBKYNA	CA	Cynapsus Therapeutics Inc.	1,726,231	2015-04-30		Goods: sublingual thin filmstrip of apomorphine to treat Parkinson's Disease OFF (hypomobility) episodes; pharmaceutical preparations for the treatment of Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip; therapeutic preparations to manage Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip;

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
							pharmaceutical preparations for the treatment of Parkinson's Disease; pharmaceutical preparations, namely, drug delivery agents in the form of sublingual filmstrips to provide release of active ingredients; therapeutic pharmaceutical preparations for the treatment of Parkinson's Disease; therapeutics, namely, drug delivery agents in the form of sublingual filmstrips to provide release of active ingredients. Services: providing information regarding Parkinson's Disease and Parkinson's

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
							Disease OFF (hypomobility) episodes
China	KYNAGYLE	CN	Cynapsus Therapeutics Inc.	18201927	2015- 10-30		5, 44
China	KYNMOBI	CN	Cynapsus Therapeutics Inc.	18201929	2015- 10-30		5, 44
China	LIBKYNA	CN	Cynapsus Therapeutics Inc.	18201928	2015- 10-30		5, 44
Colombia	KYNAGYLE	CO	Cynapsus Therapeutics Inc.	15256.878	2015- 10-28		5, 44
Colombia	KYNMOBI	CO	Cynapsus Therapeutics Inc.	15256888	2015- 10-28	2016-05- 05 26181	5, 44
Colombia	LIBKYNA	CO	Cynapsus Therapeutics Inc.	15256.916	2015- 10-28		5, 44
Ecuador	KYNAGYLE	EC	Cynapsus Therapeutics Inc.	2015- 45484	2015- 10-28		5
Ecuador	KYNMOBI	EC	Cynapsus Therapeutics Inc.	2015- 45476	2015- 10-28		5
Ecuador	LIBKYNA	EC	Cynapsus Therapeutics Inc.	2015- 45481	2015- 10-28		5
European Community	KYNAGYLE	EP	Cynapsus Therapeutics Inc.	014300925	2015- 06-29	2015-10- 29 014300925	5, 44
European Community	KYNMOBI	EP	Cynapsus Therapeutics Inc.	014300982	2015- 06-29	2015-10- 29 014300982	5, 44
European Community	LIBKYNA	EP	Cynapsus Therapeutics Inc.	014300867	2015- 06-29	2015-10- 29	5, 44

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
						014300867	
Israel	KYNAGYLE	IL	Cynapsus Therapeutics Inc.	279361	2015-10-27		5
Israel	KYNMOBI	IL	Cynapsus Therapeutics Inc.	279357	2015-10-27		5
Israel	LIBKYNA	IL	Cynapsus Therapeutics Inc.	279358	2015-10-27		5
Japan	KYNAGYLE	JP	Cynapsus Therapeutics Inc.	2015-062085	2015-06-30		5, 10, 44
Japan	KYNMOBI	JP	Cynapsus Therapeutics Inc.	2015-062084	2015-06-30		5, 10, 44
Japan	LIBKYNA	JP	Cynapsus Therapeutics Inc.	2015-062086	2015-06-30		5, 10, 44
Mexico	KYNAGYLE	MX	Cynapsus Therapeutics Inc.	1674024	2015-10-28	2016-02-10 1612259	5
Mexico	KYNMOBI	MX	Cynapsus Therapeutics Inc.	1674020	2015-10-28	2016-02-10 1612257	5
Mexico	LIBKYNA	MX	Cynapsus Therapeutics Inc.	1674022	2015-10-28	2016-02-10 1612258	5
Norway	KYNAGYLE	NO	Cynapsus Therapeutics Inc.	201513304	2015-10-28	2016-02-04 285648	5, 10, 44
Norway	KYNMOBI	NO	Cynapsus Therapeutics Inc.	201513301	2015-10-28	2016-02-04 285646	5, 10, 44
Norway	LIBKYNA	NO	Cynapsus Therapeutics	201513303	2015-10-28	2016-02-04	5, 10, 44

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
			Inc.			285647	
Peru	KYNAGYLE	PE	Cynapsus Therapeutics Inc. Legal Rep.: OMC ABOGADOS & CONSULTORES Departamento de Propiedad Intelectual Av. 28 de Julio 562, Torre "E", Miraflores, Lima 18, Peru	638737-2015	2015-10-28	2016-03-07 235367	5 sublingual thin filmstrip of apomorphine to treat Parkinson's Disease OFF (hypomobility) episodes; pharmaceutical products for the treatment of Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip; medicines for human purposes, medicines to treat Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip; pharmaceuticals products; medicines for human purposes
Peru	KYNMOBI	PE	Cynapsus Therapeutics Inc. Legal Rep.: OMC ABOGADOS &	638734-2015	2015-10-28		5 sublingual thin filmstrip of apomorphine to treat Parkinson's Disease OFF (hypomobility) episodes;

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
			CONSULTORES Departamento de Propiedad Intelectual Av. 28 de Julio 562, Torre "E", Miraflores, Lima 18, Peru				pharmaceutical products for the treatment of Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip; medicines for human purposes, medicines to treat Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip; pharmaceuticals products; medicines for human purposes
Peru	LIBKYNA	PE	Cynapsus Therapeutics Inc. Legal Rep.: OMC ABOGADOS & CONSULTORES Departamento de Propiedad Intelectual Av. 28 de Julio 562, Torre "E", Miraflores, Lima 18, Peru	638736-2015	2015-10-28	2016-03-02 235408	5 sublingual thin filmstrip of apomorphine to treat Parkinson's Disease OFF (hypomobility) episodes; pharmaceutical products for the treatment of Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip;

Country	Mark / Mark Name	Origin	Holder and Legal Rep. (if applicable)	File / App. Number	App. Date	Reg. No. / Date	Nice Class / Goods and Services
							medicines for human purposes, medicines to treat Parkinson's Disease OFF (hypomobility) episodes, delivered orally via a sublingual thin filmstrip; pharmaceuticals products; medicines for human purposes
Switzerland	KYNAGYLE	CH	Cynapsus Therapeutics Inc.	63504/2015	2015-10-29	2016-02-25 684563	5, 44
Switzerland	KYNMOBI	CH	Cynapsus Therapeutics Inc.	63502/2015	2015-10-29	2016-02-25 684565	5, 44
Switzerland	LIBKYNA	CH	Cynapsus Therapeutics Inc.	63503/2015	2015-10-29	2016-02-25 684564	5, 44
United States(*)	CYNAPSUS	US	Cynapsus Therapeutics Inc.	87/078,707	2016-06-21		5, 44
United States(*)	KYNAGYLE	US	Cynapsus Therapeutics Inc.	86/675,916	2015-06-26		5, 44
United States(*)	KYNMOBI	US	Cynapsus Therapeutics Inc.	86/656,477	2015-06-09		5, 44
United States(*)	LIBKYNA	US	Cynapsus Therapeutics Inc.	86/675,914	2015-06-26		5, 44

(*) Assignment of these U.S. applications is made pursuant to the provisions of 15 U.S.C. §1060; and 37 C.F.R. §3.16, in that Assignee is a successor to the applicant's business, or portion of the business to which the mark pertains within the meaning of §T.M.E.P. 501.01(a).

Domain Names

DOMAIN NAME
cynapsus.ca
cynapsustherapeutics.com
kynmobi.ca
kynagyle.ca
libkyna.ca
kynmobi.com
kynagyle.com
libkyna.com
kynmobi.biz
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