

900388331 12/12/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM408598

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wincere, Inc.		12/08/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Indegene Wincere, Inc.		
Street Address:	2711 Centerville Road		
Internal Address:	400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: CALIFORNIA DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4049029	WINCERE	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	3124605000		
Email:	chiipdocket@seyfarth.com		
Correspondent Name:	Seyfarth shaw llp		
Address Line 1:	131 S. Dearborn St.		
Address Line 2:	Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Patrick T. Muffo		
SIGNATURE:	/Patrick T. Muffo/		
DATE SIGNED:	12/12/2016		
Total Attachments: 7			
source=068926-000011_TrademarkAssignmentCoverSheet#page1.tif			
source=068926-000011_TrademarkAssignment#page1.tif			
source=068926-000011_TrademarkAssignment#page2.tif			
source=068926-000011_TrademarkAssignment#page3.tif			

CH \$40.00 4049029

source=068926-000011_TrademarkAssignment#page4.tif

source=068926-000011_TrademarkAssignment#page5.tif

source=068926-000011_TrademarkAssignment#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "IP Assignment") is entered into by and between Indegene Wincere, Inc., a Delaware corporation ("Purchaser") and Wincere, Inc., a California corporation ("Seller"), effective as of December 8, 2016 ("Effective Date"), pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), of even date, by and among Purchaser, Seller, Wincere Subsidiaries and the Shareholders. All capitalized terms not otherwise defined in this Agreement will have their respective meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign to Purchaser all of Seller's right, title, and interest in and to certain Intellectual Property, including, without limitation, the patents, trademarks, tradenames, service marks, copyrights and other intellectual property and intangibles listed on Exhibit A of this Assignment (collectively, the "Assigned Intellectual Property");

NOW THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Purchase Agreement.** The parties acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement and subject to the rights and obligations of Seller and Purchaser with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 2. Assignment.** Seller hereby transfers and assigns to Purchaser, all right, title, and interest of Seller in and to the Assigned Intellectual Property, including all applications, continuations, divisionals, reissues, reexaminations, foreign counterparts, and extensions thereof, free and clear of all Liens in favor of any Person other than Purchaser, together with the goodwill pertaining thereto, and together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement of the Assigned Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of Purchaser, its Affiliates and its successors and its permitted assigns.
- 3. Authority.** Seller represents and warrants that it possesses the unencumbered right and authority to make this IP Assignment. Seller further represents, warrants and agrees that the execution and delivery of this IP Assignment does not breach any agreement to which Seller is a party, and Seller and its Affiliates have not entered into, and will not enter into, any oral or written agreement in conflict with this IP Assignment.
- 4. Further Assurances.** As may be requested by Purchaser or its Affiliates, Seller agrees to assist Purchaser to (i) evidence, record, and perfect the assignment of the Assigned Intellectual Property and (ii) secure all rights in the Assigned Intellectual Property, including the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and

similar instruments that Purchaser or its Affiliates deem necessary to assign and convey all right, title and interest in and to the Assigned Intellectual Property.

5. PTO. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue Trademarks, Patents or other evidence or forms of intellectual property protection or applications, to issue the same to US Purchaser in accordance with the terms of this IP Assignment.

6. Counterparts. This IP Assignment may be executed in counterparts and by facsimile or other electronic/PDF signature, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this IP Assignment as of the date first above written.

PURCHASER:

INDEGENE WINCERE, INC.


By: _____

Name: Dr. Rajesh Nair

Authorized Signatory

SELLER:

WINCERE, INC.

By: 

Name: Sandeep Bhat

Title: CEO

Signature Page to IP Assignment- Wincere, Inc.


TRADEMARK

REEL: 005954 FRAME: 0012

IN WITNESS WHEREOF, the Parties hereto have executed this IP Assignment as of the date first above written.

PURCHASER:

INDEGENE WINCERE, INC.

By: 
Name: Dr. Rajesh Nair
Authorized Signatory

SELLER:

WINCERE, INC.

By: _____
Name: _____
Title: _____

Exhibit A

ASSIGNED INTELLECTUAL PROPERTY

Patents and Applications

Trademark Registrations and Applications

Country	Mark	Application No.	Registration No.	Status
United States	Wincere	85288303	4049029	Live

Copyright Registrations and Applications

Country	Work	Date of Creation	Registration No.	Owner
United States	Wincere (Computer File)	2014	TXu001917154	Wincere Inc.

Domain Names

www.wincere.com

Corporate Name/Trade Name Registrations

Common Law Rights

All of Seller's trademarks, tradenames, service marks, brand names, designs, artworks, logos, works of authorship, and all variations and derivations thereof, including but not limited to:

Wincere, Inc., Wincere Solutions, Wincere Analytics, TX Designer, CDL, Wincere Labs, Insync, AVIA

All copyrights in the following software products (and related user documentation) included in the Seller IP: TX Designer Source Code, In Sync Source Code, CDL Framework, TX Designer, CLD, Insync, TX Designer, CDL, Insync, Wincere

All copyright interests in and to any asset listed in this Exhibit A.

Nothing herein shall be construed to limit the provisions of the Purchase Agreement as they relate to the Assigned Intellectual Property that is being conveyed to Purchaser and its Affiliates.