

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roivant Sciences Ltd.		10/24/2016	Corporation: BERMUDA
RECEIVING PARTY DATA			
Name:	Roivant Sciences GmbH		
Street Address:	c/o Vischer AG		
Internal Address:	Aeschenvorstadt 4		
City:	Basel		
State/Country:	SWITZERLAND		
Postal Code:	CH-4010		
Entity Type:	Limited Liability Company: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86351704	ROIVANT	
CORRESPONDENCE DATA			
Fax Number:	8008611894		
<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:	215.981.4351		
Email:	frankenb@pepperlaw.com		
Correspondent Name:	Beth Frankenfield / Pepper Hamilton LLP		
Address Line 1:	18th and Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Beth A. Frankenfield		
SIGNATURE:	/Beth A Frankenfield/		
DATE SIGNED:	01/26/2017		
Total Attachments: 9			
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EXHIBIT A

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is by and between Roivant Sciences Ltd, an exempted limited company incorporated under the laws of Bermuda, with offices at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda ("Contributor") and Roivant Sciences GmbH, a Switzerland limited liability company, having an address of c/o Vischer AG, Aeschenvorstadt 4, CH-4010 Basel, Switzerland ("Recipient"). Each of the Contributor and the Recipient are referred to in this Agreement as a "party" and together as the "parties".

WHEREAS, Contributor and Recipient have entered that certain Asset Contribution Agreement dated October 24, 2016 (the "Asset Contribution Agreement") pursuant to which Contributor transferred, assigned, conveyed, granted and delivered to Recipient and Recipient accepted from Contributor certain Assigned Assets, including the Contributor's rights, title, claims and interest in and to the trademarks and trademark applications listed under "Trademarks" on Schedule I of the Asset Contribution Agreement.

WHEREAS, Contributor and Recipient desire to confirm and effectuate such assignment of the Assigned Trademarks (as defined below) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Asset Contribution Agreement.

2. Assignment. Contributor does hereby irrevocably sell, assign, transfer, convey, grant and set over unto Recipient, its legal representatives, successors, and assigns, Contributor's entire right, title, claim and interest that exists today or may exist in the future, in, to and under any and all worldwide trade names, trademarks and service marks, business names, fictitious business names, domain names and trade dress, whether registered or unregistered, and registrations and applications to register the foregoing, along with all of the goodwill of the business symbolized by the foregoing, including, without limitation, the domain names, trademarks, trademark registrations and applications to register set forth in Schedule A attached hereto including any and all applications and registrations in the United States and all foreign countries which may be granted therefor and thereon and any and all intellectual property rights inherent in and appurtenant thereto (all of the foregoing collectively, the "Assigned Trademarks"). The Assigned Trademarks shall be held and enjoyed by Recipient for its own use and benefit, as fully and entirely as the same would have been held and enjoyed by Contributor had this Agreement not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Trademarks, including the right to any damages accrued for infringement of the Assigned Trademarks prior to the date of this Agreement. The Assigned Trademarks are assigned with the entire business or portion thereof to

which the Assigned Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

3. Acceptance of Assignment. As of October 24, 2016, Recipient hereby receives and accepts the assignment, transfer, conveyance, grant and set over of the rights and properties hereby assigned, transferred and conveyed to it herein from Contributor. Contributor acknowledges and agrees that, as a result of the assignment, transfer, conveyance, grant and set over set forth herein, from and after October 24, 2016, Recipient is the owner of all rights, title and interest in and to the Assigned Trademarks in any form or embodiment thereof and is also the owner of the goodwill of the business symbolized by the Assigned Trademarks.

4. Further Assurances. Contributor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement. Furthermore, Contributor will, at any time upon request, without further or additional consideration, but at the expense of Recipient, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things as Recipient may deem necessary or desirable to transfer to Recipient the Assigned Trademarks and the goodwill appurtenant to the Assigned Trademarks, to vest and confirm in Recipient the legal title to the Assigned Trademarks, and to perfect Recipient's enjoyment of this grant. Contributor shall render all necessary assistance in making application for any trademarks or extensions thereof, whether in the U.S. or any foreign country, for such Assigned Trademarks, and in enforcing any rights or choses in action accruing in connection with any Assigned Trademarks, by giving testimony in any and all proceedings or transactions involving such Assigned Trademarks, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of Contributor and Recipient. The undersigned requests that any registrations that may be granted for such Assigned Trademarks be granted to Recipient, its legal representatives, successors or assigns, as the owner of the entire right, title and interest in and to such Assigned Trademarks.

5. Recordation. Contributor hereby consents to and requests and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all trademark registration or other documents which may be granted upon any of the Assigned Trademarks in the name of Recipient, as the Recipient to the entire interest therein. Recipient shall have the right to file trademark applications for the Assigned Trademarks in any country.

6. Entire Agreement. This Agreement, together with the Asset Contribution Agreement, constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement and the Asset Contribution Agreement.

7. Amendments and Waiver. No modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of

the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

9. Governing Law. This Agreement and all matters relating thereto and arising therefrom shall be governed by, administered under and construed in accordance with the laws of the State of New York, and the patent laws of the United States, without reference to provisions of conflicts of laws, and the courts of the County of New York of the State of New York shall have exclusive jurisdiction with respect thereto.

10. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

11. Counterparts. This Assignment may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument. The signatures of both parties need not appear on the same document. The delivery of signed counterparts by facsimile or email transmission that includes a copy of a sending party's signature is as effective as signing and delivering the counterpart in person.

12. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed.

Roivant Sciences Ltd.
Contributor

By: _____
Name: Marianne L. Romeo
Title: Head, Global Transactions & Risk
Management
Date: October 24, 2016
Place: Hamilton Bermuda

WITNESS 1:

By: _____

Name: _____

WITNESS 2:

By: _____

Name: _____

On this 24th day of October, 2016, before me personally appeared Marianne L. Romeo, Head, Global Transactions & Risk Management, of Roivant Sciences Ltd., known to be the person named in and who executed the attached document, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

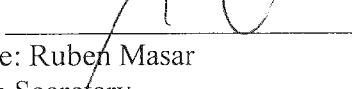
SEAL

Notary Public


Date

My commission expires _____

Roivant Sciences GmbH
Recipient

By: 
Name: Ruben Masar
Title: Secretary
Date: October 24, 2016
Place: Basel, Switzerland

WITNESS 1:

By: 

Name: VINCENT S. REARDON

WITNESS 2:

By: 

Name: BARBARA KUHN

ATTESTATION

I, the undersigned Civil Law Notary in Basel, Switzerland, Dr. Matthias Staehelin, certify herewith that the signature attached heretofore is the genuine signature of **Mr. Ruben Masar**, citizen of Basel, Switzerland, residing in Basel, Switzerland; acting for **Roivant Sciences GmbH**, in Basel, Switzerland, as authorized signatory, with single signature.

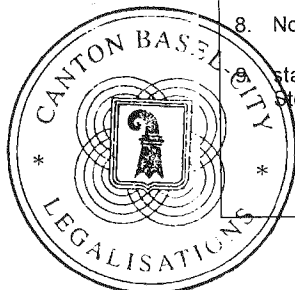
The authenticity of the signature was established by means of comparison.

BASEL, Switzerland, this 26th (twenty-sixth) day of October 2016 (two thousand and sixteen)

M. Staehelin, Notar

Dr. M. Staehelin
Notar

Leg.Prot.Nr. 2450 /2016



APOSTILLE	
(Convention de la Haye du 5 octobre 1961)	
1. Country Land	Swiss Confederation, Canton of Basel-City Schweizerische Eidgenossenschaft, Kanton Basel-Stadt
This public document Diese öffentliche Urkunde	
2. has been signed by ist unterschrieben von	Dr. iur. Matthias Staehelin
3. acting in the capacity of in seiner Eigenschaft als	Notary Public
4. bears the stamp/seal of Sie ist versehen mit dem Stempel/Siegel des/der	Staehelin Matthias
Certified / Bestätigt	
5. at / in	Basel
6. the / am	31.10.2016
7. by the durch das	Legalisation Office of the Canton of Basel-City Beglaubigungsbüro des Kantons Basel-Stadt
8. No. / Nr.	86655
tax / Taxe	CHF 20.00
stamp/seal Stempel/Siegel	10. Signature Unterschrift
	Helena Schaffner

SCHEDULE A

(to Trademark Assignment Agreement)

Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
US	BELLEVENT	87/105,850	07/15/2016			Pending	Roivant Sciences Ltd.
US	BELLVANT	87/105,800	07/15/2016			Pending	Roivant Sciences Ltd.
US	BELVANT	87/105,701	07/15/2016			Pending	Roivant Sciences Ltd.
US	HEMAVANT	87/179,708	09/22/2016			Pending	Roivant Sciences Ltd.
US	IMMUNOVANT	87/193,221	10/05/2016			Pending	Roivant Sciences Ltd.
US	ROIVANT	86/351,704	07/29/2014			Allowed	Roivant Sciences Ltd.
CA	ROIVANT	1728276	05/14/2015			Pending	Roivant Sciences Ltd.
CN	ROIVANT	17199883	06/15/2015			Published	Roivant Sciences Ltd.
JP	ROIVANT	2015047661	05/21/2015	5803357	10/30/2015	Registered	Roivant Sciences Ltd.
EU	ROIVANT	14062871	05/14/2015	14062871	03/09/2015	Registered	Roivant Sciences Ltd.
CH	ROIVANT	55682/2015	05/13/2015	673393	05/13/2015	Registered	Roivant Sciences Ltd.
AU	ROIVANT	1693253	05/13/2015	1693253	05/13/2016	Registered	Roivant Sciences Ltd.

SCHEDULE A

(to Trademark Assignment Agreement) (continued)

Domain Names

emavant.com
myavantsciences.com
oncovant.com
lysovant.com
zymavant.com
zymovant.com
zyvant.com
dermavantsciences.com
roivant.us
roivantbiotech.us
roivantsciences.us
roivant.info
roivant.net
roivant.org
roivantbiotech.com
roivantbiotech.info
roivantbiotech.net
roivantbiotech.org
roivantsciences.com
roivantsciences.info
roivantsciences.net
roivantsciences.org
valorbiotech.com
ventiumbiotech.com
valisbiotech.com
roivant.com
myovant.com
enzyvant.com
hemavant.com
urovant.com
immunovant.com

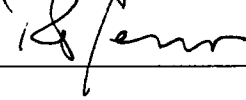
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed.

Roivant Sciences Ltd.
Contributor

By: 

Name: Marianne L. Romeo
Title: Head, Global Transactions & Risk Management
Date: October 24, 2016
Place: Hamilton Bermuda

WITNESS 1:

By: 

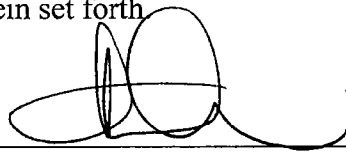
Name: ROBERT ALEXANDER

WITNESS 2:

By: 

Name: MONIKA ADAMS

On this 24th day of October, 2016, before me personally appeared Marianne L. Romeo, Head, Global Transactions & Risk Management, of Roivant Sciences Ltd., known to be the person named in and who executed the attached document, and acknowledged to me that he executed the same for the uses and purposes therein set forth



Notary Public

24 October 2016
Date

My commission expires ON DEATH

CHIARA NICOL TAYLOR NANNINI
Notary Public

#41195588 v1



RECORDED: 01/26/2017

TRADEMARK
REEL: 005975 FRAME: 0085