

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEDRION S.p.A.		04/20/2017	Società Per Azioni (Spa): ITALY
RECEIVING PARTY DATA			
Name:	Kedrion Biopharma Inc.		
Street Address:	400 Kelby Street		
City:	Fort Lee		
State/Country:	NEW JERSEY		
Postal Code:	07024		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4321528	KEDBUMIN	
CORRESPONDENCE DATA			
Fax Number:	6123325300		
<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:	6123325300		
Email:	mmorris@merchantgould.com		
Correspondent Name:	John A. Clifford		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	07587.0393US01		
NAME OF SUBMITTER:	John A. Clifford		
SIGNATURE:	/John A. Clifford/		
DATE SIGNED:	04/21/2017		
Total Attachments: 3			
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OP \$40.00 4321528

**Agreement for
Purchase of Trademark**

between the companies

Kedrion S.p.A.

Loc. Ai Conti
55051 Castelvechio Pascoli (LU)
Italy

- hereinafter called KEDRION -

and

Kedrion Biopharma Inc.

400 Kelby Street,
Fort Lee, NJ 07024
USA

- hereinafter called KBI -

Whereas KEDRION and KBI have signed an Agreement for Purchase of Marketing Authorization dated December 2nd 2015 whereby KEDRION has transferred to KBI the Marketing Authorization of the Product KEDBUMIN for the Territory of United States of America (hereinafter called the "Territory");

Whereas KEDRION is also the registered owner in the Territory of the trademark KEDBUMIN, registration no. 4,321,528 expiring on April 16th 2023 (hereinafter called the "Trademark");

Whereas KBI is interested in acquiring by purchase from KEDRION the Trademark;

Now therefore, the Parties as follows:

§ 1

OBJECT OF THE AGREEMENT

1. KEDRION undertakes to transfer to KBI the Trademark registered in the Territory, registration no. 4,321,528, expiring of April 16th 2023 and all the rights arising thereof and interested therein;

3. KBI does not obtain the right to use the Trademark outside the Territory without prior written consent of KEDRION.

§ 2

GRANT

KEDRION hereby grants, sells, assigns and conveys to KBI all right, title and interest in the Trademark within the Territory, including any and all goodwill associated with the business done under the Trademark in the Territory.

§ 3

TERRITORY

This Agreement is valid for the Territory. The Territory may be amended by negotiation and agreement between the Parties.

§ 4

REMUNERATION

1. For the sale of the Trademark KBI shall pay after signature of this Agreement subject to § 4 sec. 2 the total amount of *EURO 1.000,00 (one thousand euro)* VAT excluded.
2. Payment of 100 % of the total sum shall be made after execution of this Agreement, following KEDRION's issuance of an invoice for the above purchase price.
3. KEDRION shall refund, in total any funds paid by KBI for the Trademark in the event that the Trademark cannot be used as the result of a determination that commercialization of the Product in the Territory infringes the rights of any third party.
4. All payments shall be made within 30 days from the date of the invoice.

§ 5

REGULATORY

1. All fees related to the Transfer of the Trademark shall be borne by KBI.

§ 6

PATENTS OF THIRD PARTIES

KEDRION guaranties to be the sole and absolute owner of the Trademark.

§ 7

SEVERABILITY

If any part of Agreement is held to be invalid or unenforceable such determination shall not invalidate any other provision of this Agreement, however, the Parties hereto shall attempt, through negotiations in good faith, to replace any part of this Agreement so held to be invalid or unenforceable. The failure of the Parties to an Agreement on a replacement provision shall not affect the validity remaining part of this Agreement.

§ 8

CHANGES OR AMENDMENTS TO THE AGREEMENT

Any changes or amendments to this Agreement - including this written form clause - shall have no validity before having being signed by the duly authorized representative of both parties.

§ 9

WAIVER

The failure of either party to observe one of the strict rights or duties hereunder in any instance shall not constitute a waiver of such provisions or such right in any other instance.

§ 10

BINDING ON SUCCESSORS

This Agreement inures to benefit of and shall be binding upon the successors of both parties.


§ 11

GOVERNING LAW

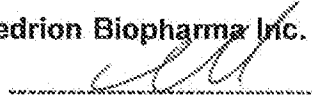
1. This Agreement shall governed by and interpreted under the laws of Italy, with the place of jurisdiction for the adjudication of any dispute being Milan, Italy.

Castelvecchio Pascoli, 12/06/2017

Fort Lee, NJ: 04/20/2017

Kedron S.p.A.


Paolo Marcucci
President and C.E.O.

Kedron Biopharma Inc.


Chris Lamb
General Manager

