

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrimack Pharmaceuticals, Inc.		04/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ipsen Bippharm Ltd.		
Street Address:	190 Bath Road		
City:	Slough Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	SL1 3XE		
Entity Type:	Corporation: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4955106	PROVYDE	
Registration Number:	4955108	PROVYDE	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<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:	2062237749		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Frances Jagla		
Address Line 1:	601 S.W. Second Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
DOMESTIC REPRESENTATIVE			
Name:	Frances M Jagla		
Address Line 1:	601 S.W. Second Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
NAME OF SUBMITTER:	Frances M. Jagla		
SIGNATURE:	/Frances M Jagla/		
DATE SIGNED:	04/25/2017		

OP \$65.00 4955106

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 3, 2017 (the "Assignment Effective Date"), is entered into by and between Merrimack Pharmaceuticals, Inc., a Delaware corporation ("Assignor"), and Ipsen Biopharm Ltd., a company registered under the laws of England and Wales ("Assignee"), (each a "Party" and collectively, the "Parties"). Capitalized terms used herein but not defined in this Assignment shall have the meanings ascribed thereto in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the registrations and applications for the trademarks and service marks identified on Schedule A hereto, including all common law and statutory right, title and interest, together with the goodwill related thereto (collectively, the "Assigned Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Sale Agreement dated as of January 7, 2017 (the "Asset Purchase Agreement"); and

WHEREAS, consistent with the transactions contemplated by the Asset Purchase Agreement, Assignee desires to acquire, and Assignor desires to transfer, the entire right, title and interest in and to the Assigned Trademarks and the goodwill of the business in connection with which the aforesaid Assigned Trademarks have been used.

NOW, THEREFORE, in accordance with the Asset Purchase Agreement, and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Conveyance. As of the Assignment Effective Date, Assignor does hereby assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks, including all goodwill associated therewith, all remedies against infringements, dilutions or misappropriations thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind, all damages and payments for past, present and future infringement, dilution or misappropriation of such Assigned Trademarks, and the right to sue and recover for past, present and future infringements, dilutions or misappropriations of such Assigned Trademarks, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Assigned Trademarks.

2. Recordation. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Assigned Trademarks. Upon Assignee's request, Assignor undertakes and agrees to execute all formalities and such further assurances as may reasonably be required in order to permit Assignee (or its successors or assigns) to hold and enjoy the Assigned Trademarks assigned hereunder and to obtain the recordal of the assignment of the Assigned Trademarks. The Parties agree to reiterate their consent to this Assignment by confirmatory acts or contracts (i.e. Deed of

Assignment) which might be reasonably required after the Assignment Effective Date to complete the necessary formalities for its execution, particularly, the filing of the assignment of the Assigned Trademarks at any appropriate trademark office.

3. No Conflict. The Parties acknowledge and agree that this Assignment shall be subject to and governed by the provisions of the Asset Purchase Agreement. Nothing contained in this Assignment is intended to, shall or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the rights, remedies or obligations of the Parties under the Asset Purchase Agreement.

4. Amendment and Waivers. Subject to applicable Law and except as otherwise provided in this Assignment or the Asset Purchase Agreement, the Parties may mutually amend or waive any provision of this Assignment at any time. No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by either Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of and be enforceable by each of the Parties named herein and its respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. This Assignment may be executed and delivered by e-mail of a .pdf, .tif, .jpeg or similar attachment ("Electronic Delivery"), and any such counterparty delivered using Electronic Delivery shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

7. Construction. Headings set forth in this Assignment are for convenience of reference purposes only and shall not affect or be deemed to affect in any way the meaning or interpretation of this Assignment or any term or provision hereof. The language used in this Assignment shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either Party. The Parties agree that they have been represented by counsel during the negotiation and execution of this Assignment and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

8. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of

competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the body making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Assignment shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

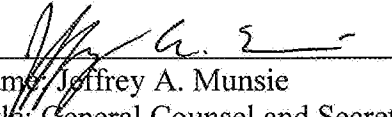
9. Governing Law; Jurisdiction. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the Law of any other state. Each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or, if such court finds it lacks subject matter jurisdiction, the federal court of the United States of America sitting in Delaware, and any appellate court from any thereof, in any suit, action, legal proceeding or claim arising out of or relating to this Assignment or the transactions contemplated hereby or for recognition or enforcement of any judgment relating thereto, and each of the Parties hereby irrevocably and unconditionally (i) agrees not to commence any such suit, action, legal proceeding or claim except in the Court of Chancery of the State of Delaware, or, if such court finds it lacks subject matter jurisdiction, the federal court of the United States of America sitting in Delaware, and any appellate court from any thereof, (ii) agrees that any claim in respect of any such suit, action, legal proceeding or claim may be heard and determined in the Court of Chancery of the State of Delaware, or, if such court finds it lacks subject matter jurisdiction, the federal court of the United States of America sitting in Delaware, and any appellate court from any thereof, (iii) waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any such suit, action, legal proceeding or claim in such courts and (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such suit, action, legal proceeding or claim in such courts. Each of the Parties hereto (A) agrees that a final judgment in any such suit, action, legal proceeding or claim shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law and (B) waives any objection to the recognition and enforcement by a court in other jurisdictions of any such final judgment. Each Party to this Assignment irrevocably consents to service of process inside or outside the territorial jurisdiction of the courts referred to in this Section 9 in the manner provided for notices in the Asset Purchase Agreement. Nothing in this Assignment will affect the right of any Party to this Assignment to serve process in any other manner permitted by Law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

MERRIMACK PHARMACEUTICALS, INC.

By: 
Name: Jeffrey A. Munsie
Title: General Counsel and Secretary

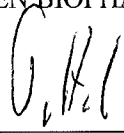
[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006041 FRAME: 0949

Acknowledged and Accepted:

ASSIGNEE:

IPSEN BIOPHARM LTD.

By:  _____
Name: Jonathan Barnsley
Title: Chairman


[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

ASSIGNED TRADEMARKS

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date
ONIVYDE	Argentina	Registered	3299403	12/20/2013	2701428	12/23/2014
ONIVYDE	Australia	Registered	1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	Brazil	Filed	907162541	12/20/2013		
ONIVYDE	Canada	Filed	1657388	12/20/2013		
ONIVYDE	China (People's Republic)	Registered	1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	Colombia	Registered	1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	European Community	Registered	1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	Iceland	Filed	1190643	03/07/2016		
ONIVYDE	India	Filed	1190643	03/07/2016		
ONIVYDE	International		1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	Israel	Filed	1190643	03/07/2016		
ONIVYDE	Japan	Registered	1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	Korea, Republic of (South)	Registered	1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	Mexico	Registered	1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	New Zealand	Filed	1190643	03/07/2016		
ONIVYDE	Norway		1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	Republic of Serbia	Filed	1190643	03/07/2016		
ONIVYDE	Russian Federation	Registered	1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	South Africa	Filed	2016/06222	03/08/2016		
ONIVYDE	Switzerland	Registered	1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	Taiwan	Registered	102072300	12/24/2013	1656206	08/01/2014
ONIVYDE	Turkey	Registered	1190643	12/19/2013	1190643	12/19/2013
ONIVYDE	United States	Registered	85/971,097	06/26/2013	4,876,816	12/22/2015
ONIVYDE	Venezuela	Filed	2013- 024397	12/23/2013		
ONIVYDE Logo 	Argentina	Filed	3478088	02/15/2016		
ONIVYDE Logo 	Argentina	Filed	3478089	02/15/2016		
ONIVYDE Logo 	Argentina	Filed	3478090	02/15/2016		
ONIVYDE Logo	Argentina	Filed	3478091	02/15/2016		

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date
						
ONIVYDE Logo	Australia	Registered	1299642	02/12/2016	1299642	09/22/2016
						
ONIVYDE Logo	Brazil	Filed	910625395	02/15/2016		
						
ONIVYDE Logo	Brazil	Filed	910625468	02/12/2016		
						
ONIVYDE Logo	Brazil	Filed	910625557	02/15/2016		
						
ONIVYDE Logo	Brazil	Filed	910625514	02/15/2016		
						
ONIVYDE Logo	Canada	Filed	1,767,868	02/15/2016		
						
ONIVYDE Logo	China (People's Republic)	Filed	1299642	02/12/2016		
						
ONIVYDE Logo	Colombia	Filed	1299642	02/12/2016		
						
ONIVYDE Logo	European Community	Filed	1299642	02/12/2016		
						
ONIVYDE Logo	International	Registered	1299642	02/12/2016	1299642	02/12/2016
						
ONIVYDE Logo	Japan	Filed	1299642	02/12/2016		
						
ONIVYDE Logo	Korea, Republic of (South)	Filed	1299642	02/12/2016		
						
ONIVYDE Logo	Mexico	Filed	1299642	02/12/2016		

Trademark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date
						
ONIVYDE Logo 	Norway	Filed	1299642	02/12/2016		
ONIVYDE Logo 	Russian Federation	Filed	1299642	02/12/2016		
ONIVYDE Logo 	Switzerland	Filed	1299642	02/12/2016		
ONIVYDE Logo 	Taiwan	Filed	105008031	02/12/2016		
ONIVYDE Logo 	Turkey	Filed	1299642	02/12/2016		
ONIVYDE Logo 	United States	Filed	86/725,528	08/14/2015		
ONIVYDEN	Mexico	Registered	1721945	03/04/2016	1646774	06/14/2016
ONIVYDEN	Mexico	Registered	1721948	03/04/2016	1655332	07/13/2016
PROVYDE	United States	Registered	86/728,845	08/18/2015	4,955,106	05/10/2016
PROVYDE & Design 	United States	Registered	86/728,856	08/18/2015	4,955,108	05/10/2016
オニヴァイド ONIVYDE in Katakana (Version 2)	Japan	Registered	2016-029899	03/17/2016	5880427	09/09/2016
オニバイド ONIVYDE in Katakana (Version 1)	Japan	Registered	2016-029898	03/17/2016	5880426	09/09/2016
オニビード ONIVYDE in Katakana (Version 3)	Japan	Registered	2016-029900	03/17/2016	5880428	09/09/2016