

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432883

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NIMUE BIOSCIENCE (PTY) LTD		06/19/2017	Corporation: SOUTH AFRICA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASCENDIS SKIN AND BODY (PTY) LTD		
<b>Street Address:</b>	22 SLOANE STREET		
<b>City:</b>	BRYANSTON		
<b>State/Country:</b>	SOUTH AFRICA		
<b>Entity Type:</b>	Corporation: SOUTH AFRICA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4290563	NIMUE	
<b>Registration Number:</b>	4673629	NIMUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3303769646		
<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>			
<b>Phone:</b>	3303761242		
<b>Email:</b>	rlskoglund@rennerkenner.com		
<b>Correspondent Name:</b>	Renner Kenner Greive Bobak Taylor Weber		
<b>Address Line 1:</b>	106 South Main Street		
<b>Address Line 2:</b>	First National Tower, Suite 400		
<b>Address Line 4:</b>	Akron, OHIO 44308		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Rodney L. Skoglund		
<b>Address Line 1:</b>	106 South Main Street		
<b>Address Line 2:</b>	First National Tower, Suite 400		
<b>Address Line 4:</b>	Akron, OHIO 44308		
<b>NAME OF SUBMITTER:</b>	Rodney L. Skoglund		
<b>SIGNATURE:</b>	/Rodney L. Skoglund/		
<b>DATE SIGNED:</b>	06/28/2017		

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**Total Attachments: 6**

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**SALE AND ASSIGNMENT OF INTELLECTUAL PROPERTY**

**MEMORANDUM OF Agreement**

entered into between:

**NIMUE BIOSCIENCE (PTY) LTD**

A company incorporated in South Africa of 22 Sloane Street Bryanston  
(hereinafter referred to as the "Assignor")

and

**ASCENDIS SKIN AND BODY (PTY) LTD**

A company incorporated in South Africa of 22 Sloane Street Bryanston  
(hereinafter referred to as the "Assignee")

**PREAMBLE**

**WHEREAS** the Assignor is or will become the proprietor of the Intellectual Property in the Territory,

**AND WHEREAS** the Assignor has agreed to assign to the Assignee all right, title and interest in and to the Intellectual Property for good and sufficient consideration,

**AND WHEREAS** this Agreement sets out the terms of the agreement between the Parties relating to the Intellectual Property,

**AND WHEREAS** and the Parties hereby appoint the partners and qualified staff of the firm of Witz, Calicchio, Isakow & Shapiro Attorneys Inc. of Ground Floor, Marlborough Gate, Hyde Park Lane Office Park, Hyde Lane, Hyde Park, South Africa, jointly and severally with power of substitution and revocation, to represent the them and record this assignment,

**Now therefore the parties agree as follows:**

**1 INTERPRETATION AND DEFINITIONS**

1.1 In this Agreement (including the preamble), unless inconsistent with or otherwise indicated by the context:

1.1.1 "Agreement" means this sale and assignment agreement between the Parties;



**TRADEMARK**

**REEL: 006092 FRAME: 0682**

- 1.1.2 "Copyright" means any copyright in the trade mark devices, logos, getup, packaging, trade dress and/or trading style referred to in clause 1.1.8;
- 1.1.3 "Effective Date" means the effective date in the Sale Agreement between the Assignor and Assignee
- 1.1.4 "Intellectual Property" means all intellectual property rights in any form whatsoever in any country in the world, including but not limited to:
- 1.1.4.1 The Trade Marks;
  - 1.1.4.2 The Copyright; and
  - 1.1.4.3 Any know-how, trade secrets or any other intellectual property that may have been created, used and/or owned by the Assignor from time to time
- 1.1.5 "Moral Rights" mean the Assignor's right to claim authorship of the works mentioned in 1.1.2 above and to object to any distortion, mutilation or other modification of the works which would be prejudicial to the honour or reputation of the author;
- 1.1.6 "Parties" mean the Assignor and the Assignee;
- 1.1.7 "Territory" means the entire world;
- 1.1.8 "Trade Marks" means all the trade marks owned and/or used by the Assignor, whether registered or unregistered, including the trade mark applications and registrations listed in annexure "A" hereto, the goodwill and/or reputation which attaches to all the aforementioned, as well as the goodwill and/or reputation in the getup, trade dress and/or trading style which relate to or are associated therewith.
- 1.2 Words in the singular number include the plural and vice versa;
- 1.3 Words importing any one gender include each of the other two genders; and
- 1.4 A reference to a natural person includes a legal persona.
- 1.5 The headings of clauses are intended for convenience only and shall not affect the interpretation of this Agreement.
- 2 ASSIGNMENT**
- 2.1 The Assignor hereby confirms that for good and sufficient consideration it hereby assigns to the Assignee, with effect from the Effective Date:



- 2.1.1 The Intellectual Property;
- 2.1.2 All accrued rights to claim relief from third parties in respect of infringement or unlawful use of the Intellectual Property which may have occurred prior to the Effective Date.
- 2.2 The Assignor hereby undertakes to, on demand and without charge, sign all documents and to do all things that may be necessary to record and perfect the transfer of the Intellectual Property into the name of the Assignee.
- 2.3 The Assignee hereby accepts the assignment of the Intellectual Property.

**3 WAIVER OF MORAL RIGHTS**

The Assignor hereby waives in favour of the Assignee (or any of its successors, assigns, registered users, licensees, associated and subsidiary companies) any Moral Rights which may vest in the Assignor.

**4 WARRANTIES**

- 4.1 The Assignor warrants that:
  - 4.1.1 It is the proprietor of the Intellectual Property;
  - 4.1.2 None of the Intellectual Property is encumbered in any way and no third party holds any rights of any nature whatsoever in and to the Intellectual Property;
  - 4.1.3 None of the Intellectual Property is the subject of any form of licence or pre-emptive agreement;
  - 4.1.4 No steps have been taken by any person to challenge the registrations or validity of the Intellectual Property or limit its scope in any way and the Assignor is not aware of any circumstances which would give rise to an application to challenge the registrations or validity of the Intellectual Property or to limit the scope of any registration or any Intellectual Property right; and
  - 4.1.5 The Intellectual Property is not the subject of any existing litigation and the Assignor is not aware of any facts or circumstances which would give rise to litigation relating to the Intellectual Property.

**5 GOVERNING LAW**

A handwritten signature in black ink, consisting of a stylized 'H' followed by a large, sweeping flourish.

5.1 This Agreement shall be governed in all respects by the laws of the Republic of South Africa.

**6 WHOLE AGREEMENT**

6.1 This document constitutes the whole agreement (to exclusion of all else) between the Parties relating to the subject matter hereof.

6.2 No amendment, alteration, addition, variation or consensual cancellation of this document will be valid unless in writing and signed by the Parties.

**7 WAIVER**

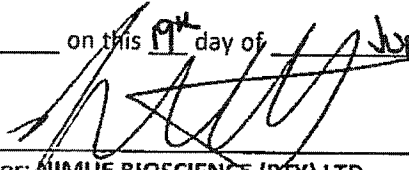
7.1 No waiver of any of the terms or conditions of this Agreement will be binding for any purpose unless expressed in writing and signed by the Party giving the same and any such waiver will be effective only in the specific instance and for the purpose given.

7.2 No failure or delay on the part of either Party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any right, power or privilege.

**8 SEVERABILITY**

8.1 In the event that certain provisions of this Agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.

THUS DONE and SIGNED at BRYANSTON on this 19<sup>th</sup> day of JUNE 2017  
2017.

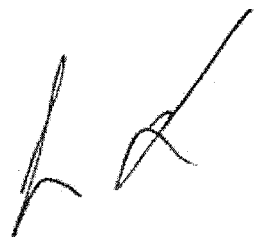
  
\_\_\_\_\_  
For: NIMUE BIOSCIENCE (PTY) LTD  
Name:  
Designation:

THUS DONE and SIGNED at BRYANSTON on this 19<sup>th</sup> day of JUNE  
2017.





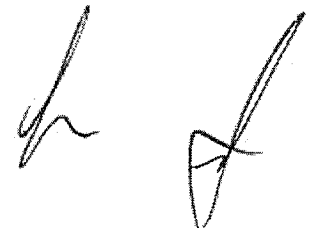
For: ASCENDIS SKIN AND BODY (PTY) LTD  
Name: Lee-Ann Herbst  
Designation: MD.



"A"

## List of Trade Marks to be Assigned

NO.	JURISDICTION	APPLICATION DATE	APPLICATION NUMBER	TRADEMARK	CL	APPLICANT	REG. NUMBER
1.	EU-CTM	23 Feb 2011	009757361	NIMUE	05	NIMUE BIOSCIENCE (PTY) LTD	009757361
2.	EU-CTM	8 Aug 2011	010183283	DERMANU TRACEUTICAL	05	NIMUE BIOSCIENCE (PTY) LTD	010183283
3.	CHINA	4 Mar 2011	9173862	NIMUE	05	NIMUE BIOSCIENCE (PTY) LTD	9173862
4.	MALAYSIA	9 Mar 2011	2011004305	NIMUE	05	NIMUE BIOSCIENCE (PTY) LTD	2011004305
5.	NEW ZEALAND	24 Feb 2011	837679	NIMUE	05	NIMUE BIOSCIENCE (PTY) LTD	837679
6.	NORWAY	2 Mar 2011	201102344	NIMUE	05	NIMUE BIOSCIENCE (PTY) LTD	262398
7.	RUSSIAN FEDERATION	24 Feb 2011	2011705156	NIMUE	05	NIMUE BIOSCIENCE (PTY) LTD	476127
8.	SOUTH AFRICA	28 Feb 2011	2011/04439	NIMUE	05	NIMUE BIOSCIENCE (PTY) LTD	2011/04439
9.	SOUTH AFRICA	12 Aug 2011	2011/19869	DERMANU TRACEUTICAL	05	NIMUE BIOSCIENCE (PTY) LTD	2011/19869
10.	SWITZERLAND	24 Feb 2011	52165/2011	NIMUE	05	NIMUE BIOSCIENCE (PTY) LTD	617602
11.	UNITED ARAB EMIRATES	31 May 2011	157932	NIMUE	05	NIMUE BIOSCIENCE (PTY) LTD	157932
12.	UNITED STATES OF AMERICA	21 Oct 2009	77853545	NIMUE	03	NIMUE BIOSCIENCE (PTY) LTD	4290563
13.	UNITED STATES OF AMERICA	2 Mar 2011	85255399	NIMUE	05	NIMUE BIOSCIENCE (PTY) LTD	4673629



TRADEMARK