# OP \$90.00 74676017

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM435980

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Prometheus Laboratories, Inc.		07/14/2017	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Sebela International Limited
Street Address:	H.P. House
Internal Address:	21 Laffan Street
City:	Hamilton
State/Country:	BERMUDA
Entity Type:	Company: IRELAND

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	74676017	HELIDAC
Serial Number:	72125196	IMURAN
Serial Number:	72180834	ZYLOPRIM

## **CORRESPONDENCE DATA**

**Fax Number:** 7037161180

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.

**Phone:** 703-716-1191

Email: eteas@gbpatent.com
Correspondent Name: Jeffrey H. Handelsman
Address Line 1: 1950 Roland Clarke Place
Address Line 4: Reston, VIRGINIA 20191

#### **DOMESTIC REPRESENTATIVE**

Name: Jeffrey Handelsman

Address Line 1: 1950 Roland Clarke Place
Address Line 2: Greenblum & Bernstein, PLC

Address Line 4: Reston, VIRGINIA 20191

NAME OF SUBMITTER:	Jeffrey H. Handelsman
SIGNATURE:	/Jeffrey H. Handelsman/

Total Attachments: 3
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## Trademark Assignment for Transferred Product Specific Marks

#### RECITALS

WHEREAS, Assignor and Assignee have entered into a First Addendum to the License and Assignment Agreement between the parties dated December 31, 2015 (the "First Addendum"),

WHERFAS, pursuant to the First Addendum, Assignor has agreed to, among other things, sell, assign, transfer, convey and deliver to Assignee its entire right, title and interest in, to and under the trademarks (the "Marks") set forth on the attached Schedule I, together with the goodwill associated therewith.

## **ASSIGNMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Marks set forth on Schedule I, together with the goodwill associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the Marks.

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Marks or for the performance by Assignor of any of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR	ASSIGNEE
Prometheus Laboratories Inc.	Sebela International Limited
By: Well	Ву:
Name: Bram Grorden	Name:
Title: GN + Head of Rx	Title:
Approved By Prometheus Legal Dept.	1

## Trademark Assignment for Transferred Product Specific Marks

This Trademark Assignment is made and entered into as of <u>July 14</u>, 2017 (this "<u>Trademark Assignment</u>"), by and between Prometheus Laboratories Inc. ("<u>Assignor</u>"), and Sebela International Limited ("<u>Assignee</u>").

#### **RECITALS**

WHEREAS, Assignor and Assignee have entered into a First Addendum to the License and Assignment Agreement between the parties dated December 31, 2015 (the "First Addendum"),

WHEREAS, pursuant to the First Addendum, Assignor has agreed to, among other things, sell, assign, transfer, convey and deliver to Assignee its entire right, title and interest in, to and under the trademarks (the "Marks") set forth on the attached Schedule I, together with the goodwill associated therewith.

#### **ASSIGNMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Marks set forth on Schedule I, together with the goodwill associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the Marks.

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Marks or for the performance by Assignor of any of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR	ASSIGNEE
Prometheus Laboratories Inc.	Sebela International Limited
Ву:	By:
Name:	Name Zos Hanson
Title:	Title: Dinecton

# SCHEDULE I (To Trademark Assignment- Transferred Product Specific Marks)

# **MARKS**

# 1. US Trademarks

Mark	Serial Number	Registration Number
HELIDAC Word Mark	74676017	2049745
IMURAN Word Mark	72125196	0732654
IMURAN Design Mark	73592715	1421681
ZYLOPRIM Word Mark	72180834	0773095

# 2. Ex-US Trademarks

Mark	Country	Application Number	Registration No.
HELIDAC	Belgium	855054	577079
HELIDAC	France	95597306	95597306
HELIDAC	Germany	39536358	39536358
HELIDAC	Italy	RV95C005312	720808
HELIDAC	Portugal	312476	312476
HELIDAC	Spain	1987047	1987047
HELIDAC	Sweden	95-9896	313299
HELIDAC	Great Britain	2032357	2032357

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**RECORDED: 07/20/2017**