

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442405

<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>
ISOTOPE HOLDINGS, INC.		09/01/2017	Corporation: DELAWARE
TRIAD ISOTOPES, INC.		09/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JUBILANT DRAXIMAGE RADIOPHARMACIES INC.		
<b>Street Address:</b>	790 Township Line Road		
<b>Internal Address:</b>	Suite 175		
<b>City:</b>	Yardley		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19067		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3726045	TRIAD ISOTOPES PATIENT FOCUSED. COMMUNIT	
<b>Registration Number:</b>	3726044	TRIAD ISOTOPES	
<b>Registration Number:</b>	3581423	ICL INSTITUTE OF CLINICAL LEARNING	
<b>Registration Number:</b>	3581911	INSTITUTE OF CLINICAL LEARNING	
<b>Registration Number:</b>	3513887	ICL	
<b>Registration Number:</b>	3533223	TRIAD ISOTOPES PATIENT FOCUSED. COMMUNIT	
<b>Registration Number:</b>	3533221	TRIAD ISOTOPES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325337		
<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>	215-569-5337		
<b>Email:</b>	casey@blankrome.com		
<b>Correspondent Name:</b>	Lisa Casey Spaniel		
<b>Address Line 1:</b>	Blank Rome LLP, One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	149770-00101		

OP \$190.00 3726045

<b>NAME OF SUBMITTER:</b>	LISA CASEY SPANIEL
<b>SIGNATURE:</b>	/Lisa Casey Spaniel/
<b>DATE SIGNED:</b>	09/08/2017
<b>Total Attachments: 5</b> source=3.3 Pelican IP Assignment (Fully Executed)#page1.tif source=3.3 Pelican IP Assignment (Fully Executed)#page2.tif source=3.3 Pelican IP Assignment (Fully Executed)#page3.tif source=3.3 Pelican IP Assignment (Fully Executed)#page4.tif source=3.3 Pelican IP Assignment (Fully Executed)#page5.tif	

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (“*Assignment*”) is made effective as of September 1, 2017 (the “*Effective Date*”), by and between Isotope Holdings, Inc., a Delaware corporation, and Triad Isotopes, Inc., a Delaware corporation (each, a “*Seller*” and, together, “*Sellers*”), and Jubilant Draximage Radiopharmacies Inc., a Delaware corporation (“*Purchaser*”) (each, a “*Party*” and collectively, the “*Parties*”).

## **BACKGROUND**

A. This Assignment is entered into by Sellers and Purchaser pursuant to that certain Asset Purchase Agreement (the “*Purchase Agreement*”), dated as of May 4, 2017, by and between Sellers, Purchaser and, for certain purposes, Jubilant Pharma Holdings Inc., whereby Sellers have agreed to sell and Purchaser has agreed to purchase the Purchased Assets and Purchaser has agreed to assume the Assumed Liabilities. All capitalized terms used in this Assignment and not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. In connection with the transfer of the Purchased Assets, and subject to the terms and conditions of the Purchase Agreement, Sellers wish to assign to Purchaser all rights in the Transferred Intellectual Property (including, without limitation, the Transferred Marks set forth in Exhibit A) under the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, Sellers and Purchaser, in consideration of the mutual promises contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

**1. Assignment of Transferred Intellectual Property.** Each Seller hereby sells, assigns, conveys, transfers and delivers to Purchaser all rights (including, without limitation, intellectual property rights), title, and interests in and to the Transferred Intellectual Property, and any and all goodwill in connection therewith, and Sellers reserve no rights in any such Transferred Intellectual Property. This Assignment includes all of each Seller’s right, title and interest in, to and under the Transferred Marks and all divisions, renewals, continuations and continuations-in-part thereof and all reissues and extensions thereof (including, without limitation, each Seller’s rights to the proceeds thereof and each Seller’s rights to sue for past, present and future infringements). This Assignment includes the right to claim priority based on the filing date of the Transferred Marks under the International Convention for the Protection of Industrial Property and all other treaties of like purposes. The transferred rights include the right to collect any royalties, license fees, or other amounts related to the Transferred Intellectual Property owing from third parties, as well as the right to bring infringement or similar actions that may have accrued prior to this Assignment.

**2. Miscellaneous Provisions.**

2.1 Recordation. Each Seller authorizes the U.S. Patent and Trademark Office, the U.S. Copyright Office and any official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefore, to record Purchaser as the owner of each Seller’s rights in the Transferred Intellectual Property and

to issue all registrations for said Transferred Intellectual Property, to be in the name of Purchaser, as Purchaser of each Seller's rights in the Transferred Intellectual Property, in accordance with the terms of this Assignment.

2.2 Terms of the Purchase Agreement. The Parties hereto acknowledge and agree that this Assignment is entered into pursuant to, and subject to the terms and conditions of, the Purchase Agreement. Nothing contained in this Assignment extends, amplifies or otherwise alters the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement, including any representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities and the Purchased Assets. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

2.3 Severability. Should any term or provision of this Assignment be held to any extent unenforceable, invalid, or prohibited under Law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable Law and the remainder of this Assignment. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by Law.

2.4 Interpretation. This Assignment has been freely negotiated and entered into by each Party. A Party's role in drafting this Assignment shall not be a basis for construing this Assignment in any manner against such Party.

2.5 Headings. Section headings are for reference only and shall not affect the interpretation of this Assignment.

2.6 Successors in Interest. This Assignment and all of the provisions in this Assignment shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the Parties.

2.7 Applicable Law. This Assignment, each transaction entered into under this Assignment, and all matters arising out of or related to this Assignment shall be in all respects governed by, and construed and enforced in accordance with, the Laws of the State of New York without giving effect to its rules relating to conflict of laws.

*{Signature Page Follows}*

IN WITNESS WHEREOF, Sellers and Purchaser have executed this Assignment as of the Effective Date.

ISOTOPE HOLDINGS, INC. ("SELLER")

By: James A. Wilkinson  
Name: James A. Wilkinson  
Title: SOP/General Counsel/Secretary

TRIAD ISOTOPES, INC. ("SELLER")

By: James A. Wilkinson  
Name: James A. Wilkinson  
Title: SOP/General Counsel/Secretary

JUBILANT DRAXIMAGE RADIOPHARMACIES INC. ("PURCHASER")

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Sellers and Purchaser have executed this Assignment as of the Effective Date.


**ISOTOPE HOLDINGS, INC. ("SELLER")**

By \_\_\_\_\_  
Name:  
Title:

**TRIAD ISOTOPES, INC. ("SELLER")**

By \_\_\_\_\_  
Name:  
Title:

**JUBILANT DRAXIMAGE RADIOPHARMACIES INC. ("PURCHASER")**




By  \_\_\_\_\_  
Name: *Godwin*  
Title: *PRESIDENT.*

**EXHIBIT A**

**Entity Names:**

Triad Isotopes, Inc.  
Isotope Holdings, Inc.

**U.S. Trademarks**

<b>Trademark</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
	Triad Isotopes, Inc.	3726045	12/15/2009
<b>TRIAD ISOTOPES</b>	Triad Isotopes, Inc.	3726044	12/15/2009
	Triad Isotopes, Inc.	3581423	02/24/2009
<b>INSTITUTE OF CLINICAL LEARNING</b>	Triad Isotopes, Inc.	3581911	02/24/2009
<b>ICL</b>	Triad Isotopes, Inc.	3513887	10/07/2008
	Triad Isotopes, Inc.	3533223	11/18/2008
<b>TRIAD ISOTOPES</b>	Triad Isotopes, Inc.	3533221	11/18/2008