

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462642

<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>
MEDIGENE AG		12/05/2017	Corporation: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FOUGERA PHARMACEUTICALS INC.		
<b>Street Address:</b>	60 BAYLIS ROAD		
<b>City:</b>	MELVILLE		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3424798	VEREGEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198618913		
<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>	919-861-8903		
<b>Email:</b>	mtepper@teiplaw.com		
<b>Correspondent Name:</b>	Maury M. Tepper, III		
<b>Address Line 1:</b>	3724 Benson Drive		
<b>Address Line 4:</b>	RALEIGH, NORTH CAROLINA 27609		
<b>NAME OF SUBMITTER:</b>	Maury M Tepper III		
<b>SIGNATURE:</b>	/Maury M. Tepper, III/		
<b>DATE SIGNED:</b>	02/20/2018		
<b>Total Attachments: 5</b>			
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## EXECUTION VERSION

### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of December 5, 2017 (the "Effective Date"), by and between Medigene AG, a public corporation under the laws of the Federal Republic of Germany, having a principal place of business at Lochhamer Str. 11, 82152 Planegg/Martinsried, Germany ("Seller"), and Fougera Pharmaceuticals Inc., a New York corporation, having a place of business at 60 Baylis Rd, Melville, NY 11747, USA ("Purchaser"). Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

#### RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase and Sublicense Agreement, made and entered into as of December 5, 2017 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, transfer, assign and deliver to Purchaser all of Seller's right, title and interest in and to all Trademark Rights included in the Purchased Assets (collectively, the "Assigned Trademarks"), including the Trademarks identified on Schedule A, subject to the terms and conditions of the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller and Purchaser have agreed to enter into this Assignment;

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms.** Capitalized terms used in this Trademark Assignment, unless otherwise defined in this Trademark Assignment, have the meanings assigned to them in the Purchase Agreement.
2. **Conveyance.** Seller hereby sells, assigns, transfers, and conveys to Purchaser, and Purchaser hereby accepts, Seller's entire right, title and interest at Closing in, to and under (a) the Assigned Trademarks, together with the goodwill symbolized thereby, and (b) all rights accruing under, and causes of action and other remedies with respect to, the Assigned Trademarks, including the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned Trademarks.
3. **Issuance and Recordation.** Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue any and all Assigned Trademarks to Purchaser, its successors and assigns. Seller hereby requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Purchaser as the purchaser and owner of the Assigned Trademarks. Purchaser shall have the right to record this Trademark Assignment with all applicable Governmental Authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

## EXECUTION VERSION


4. **No Modification.** The Parties acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, and nothing contained in this Trademark Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Purchaser or Seller under the Purchase Agreement. The entire consideration for the assignment granted under this Trademark Assignment shall form part of the Payment.
5. **Successors and Assigns.** This Trademark Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
6. **Counterparts.** This Trademark Assignment may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered in accordance with Section 10.5 of the Purchase Agreement to the other Party, it being understood that both Parties need not sign the same counterpart.
7. **Interpretation.** The heading references herein are for convenience purposes only, do not constitute a part of this Trademark Assignment and shall not be deemed to limit or affect any of the provisions hereof.
8. **Further Assurances.** Upon Purchaser's request and at Purchaser's expense, Seller agrees to provide reasonable cooperation and assistance as is reasonably required by Purchaser to effect and register the rights assigned herein (including to execute, acknowledge, and deliver such other documents and take such other actions as may be reasonably required), provide testimony, and, in general, provide all lawful cooperation reasonably requested by Purchaser to prosecute and enforce the Assigned Trademarks, and to carry out and fulfill the purposes and intent of this Trademark Assignment of the Assigned Trademarks.

*[Signature page follows]*

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SELLER:  
MEDIGENE AG



Name: \_\_\_\_\_


Title: Dr. Thomas Taapken pps. Christian Schmid  
Chief Financial Officer Legal Counsel

PURCHASER:  
FOUGERA PHARMACEUTICALS INC.


Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESSED AS TO BOTH BY:

  
Name: GERARD LAYDEN  
Nationality: DUTCH  
Title: VP FINANCE  
Commercial address:

WITNESSED AS TO BOTH BY:

  
Name: SILKE MACK  
Nationality: GERMAN  
Title: SENIOR MANAGER FINANCE  
Commercial address:

**medigene**

Medigene AG  
Lochbamer Str. 11 · D-62103 Planegg/Marktzeiln  
Tel: +49 - 89 - 20 00 33 - 0 · Fax: +49 - 89 20 00 33 - 20 20  
<http://www.medigene.de> · [medigene@medigene.de](mailto:medigene@medigene.de)

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[Trademark Assignment - Signature Page]

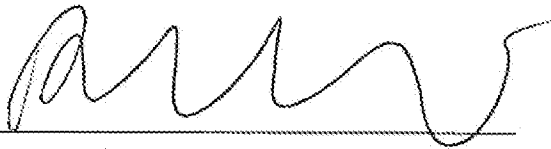
IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SELLER:  
MEDIGENE AG

\_\_\_\_\_  
Name: \_\_\_\_\_

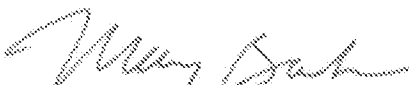
Title: \_\_\_\_\_

PURCHASER:  
FOUGERA PHARMACEUTICALS INC.

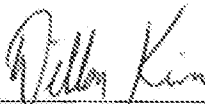
  
\_\_\_\_\_  
Name: PETER GOLDSCHMIDT

Title: PRESIDENT

WITNESSED BY:

  
\_\_\_\_\_  
Name: MARY BESTORE  
Nationality: USA  
Title: Executive Asst.  
Commercial address:  
100 COLLEGE ROAD WEST  
PRINCETON, NJ 08540

WITNESSED BY:

  
\_\_\_\_\_  
Name: DILLON KIM  
Nationality: USA  
Title: HEAD US # FOR BUSINESS DEVELOPMENT + LICENSING  
Commercial address:  
100 COLLEGE ROAD WEST  
PRINCETON, NJ 08540

[Trademark Assignment - Signature Page]

**EXECUTION VERSION**

**SCHEDULE A  
ASSIGNED TRADEMARKS**

**VEREGEN (word), U.S. registration number 3424798**