

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463412

<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>
Shionogi Inc.		11/03/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Covis Pharma, S.à r.l.		
<b>Street Address:</b>	102 RUE DE MARAICHERS		
<b>City:</b>	LUXEMBOURG CITY		
<b>State/Country:</b>	LUXEMBOURG		
<b>Postal Code:</b>	L-2124		
<b>Entity Type:</b>	Private Limited Company: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2175325	SULAR	
<b>Registration Number:</b>	1939088	SULAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972597		
<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>	9735972596		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew Hintz, Esq.		
<b>Address Line 1:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	27208.129		
<b>NAME OF SUBMITTER:</b>	Matthew Hintz		
<b>SIGNATURE:</b>	/Matthew Hintz/		
<b>DATE SIGNED:</b>	02/26/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of November 4, 2016, by and between Shionogi Inc., a Delaware corporation with an address of 300 Campus Drive, Florham Park, NJ 07932 ("Seller"), and Covis Pharma, S.à r.l., a private limited liability company governed by the laws of the Grand-Duchy of Luxembourg (RCS Luxembourg B164403), acting through its Zug branch ("Purchaser"). All capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement (as defined below).

**WHEREAS**, this Assignment is entered pursuant to that certain Asset Purchase Agreement of even date herewith (the "Agreement"), by and between Purchaser and Seller, pursuant to which Seller has agreed to sell, assign, and transfer to Purchaser, and Purchaser has agreed to acquire and accept from Seller, the trademarks, service marks, logos and trade names, whether or not registered, shown on the attached Schedule A (the "Trademarks"), including all applications and registrations thereof, and all goodwill associated with any of the foregoing.

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Agreement, Seller and Purchaser hereby agree as follows:

1. Assignment of Trademarks. Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest, in and to each of the Trademarks, whether or not registered, together with the goodwill of the business in connection therewith, including the right to sue and collect damages for infringement of the Trademarks, whether infringements are now known or later discovered; the same to be held and enjoyed by Purchaser for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

2. Further Assurances. Seller hereby covenants that, upon the reasonable request of Purchaser, Seller shall execute and deliver any and all further materials, documents and instruments of conveyance, transfer or assignment as may reasonably be requested by Purchaser or as otherwise may be necessary to effect, record or verify the transfer to and vesting in Purchaser of Seller's right, title and interest in and to each of the Trademarks in accordance with the terms of the Agreement.

3. Recordation. In order to give full force and effect to this Assignment, Seller agrees that Purchaser may record this Assignment with the United States Patent and Trademark Office. The Seller authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to record the Purchaser as owner of the Trademarks.

4. Terms of the Agreement. All the terms of the Agreement are incorporated herein by this reference. This Assignment is subject to and limited by the terms and provisions of the Agreement, and in the event of any conflict between this Assignment and the Agreement, the terms, provisions and limitations of the Agreement shall control. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, enlarge, modify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Agreement or the survival thereof.

5. Governing Law. The interpretation and construction of this Assignment shall be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, and legal representatives.

7. Amendments. This Assignment shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Assignment and signed on behalf of Purchaser and Seller by their respective duly authorized representatives.

8. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. An executed signature page of this Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has executed this Assignment as of the date first set forth above.

Shionogi Inc.

By: [Signature]  
Name: John Keller, Ph.D.  
Title: President and CEO  
Date: November 3, 2016

STATE OF New Jersey  
; ss  
COUNTY OF Harris )

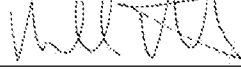
The person whose name is subscribed to the accompanying instrument is personally known to me or has proved his/her identity to me on the basis of satisfactory evidence. On November 3, 2016, he/she appeared before me and acknowledged that he/she has read the accompanying instrument and knows the contents thereof, and that he/she executed the same as their free act and deed for the purposes set forth therein. If he/she is acting on behalf of an entity, he/she also acknowledged that he/she executed the accompanying instrument in his/her authorized capacity, and that by his/her signature on the instrument, the entity executed the same.

[Signature]  
NOTARY PUBLIC  
Residing at Shionogi Inc.  
300 Campus Drive  
Florham Park, NJ 07932

My Commission Expires:

MICHELE V. QUARLES  
Notary Public, State of New Jersey  
My Commission Expires  
April 16, 2019

**Covis Pharma, S.à r.l.  
acting through its Zug Branch**

By:  \_\_\_\_\_

Name: Michael Porter

Title: Chief Executive Officer

Date: November 4, 2016

*[Signature Page to Trademark Assignment]*

**TRADEMARK  
REEL: 006279 FRAME: 0674**

**SCHEDULE A  
TRADEMARKS**

The following trademarks registered with the U.S. Patent and Trademark Office:

Serial Number	Reg. Number	Word Mark
75025753	2175325	SULAR

Serial Number	Reg. Number	Word Mark
74322049	1939088	SULAR