

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		03/29/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Orbit Biomedical Limited		
Street Address:	215 Euston Road		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	NW1 2BE		
Entity Type:	Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87190851	CERO	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<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>			
Phone:	513-651-6800		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Monica L. Dias c/o Frost Brown Todd LLC		
Address Line 1:	3300 Great American Tower		
Address Line 2:	301 East Fourth Street		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Monica L. Dias		
SIGNATURE:	/mld/		
DATE SIGNED:	06/29/2018		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Assignment**") is made and entered into as of March 29, 2018 ("**Effective Date**") by and among Johnson & Johnson, a New Jersey corporation ("**Assignor**"), and Orbit Biomedical Limited, a limited company organized under the Laws of England and Wales ("**Assignee**").

WHEREAS, Assignor is the owner of the trademark applications and registrations shown in Schedule A, in respect of all goods and services covered by the specifications thereof (collectively, the "**Marks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Marks;

WHEREAS, Janssen Biotech, Inc., an affiliate of Assignor, and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**");

WHEREAS, in connection with the Purchase Agreement and the transactions contemplated thereby, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all its right, title and interest to the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Marks and related goodwill and all other corresponding rights that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement, dilution, misappropriation or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such confirmatory assignments, documents and instruments, as may be reasonably necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

Assignor hereby requests the applicable agency with jurisdiction over trademarks to record Assignee as the assignee and owner of the Marks.

This Assignment may be executed in counterparts, each of which, when executed, 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 to the other party, it being understood that both parties need not sign the same counterpart. In the

event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws principles.

[Remainder of the page intentionally left blank]

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

Johnson & Johnson

By: 

Name: Jake Feldman

Title: Assistant Secretary

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

Orbit Biomedical Limited

By: *Dominic Schmidt*
Name: DOMINIC SCHMIDT
Title: Director

Schedule A

Trademarks

Attached hereto.

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of March 29, 2018, by and among Janssen Biotech Inc., a Pennsylvania corporation (the "Seller") and Orbit Biomedical Limited, a limited company organized under the Laws of England and Wales ("Purchaser").

WITNESSETH:

Seller and Purchaser are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which (a) Seller has agreed to (and as applicable, shall cause its Affiliates to) sell, convey, deliver, transfer and assign to Purchaser (or its designated Affiliates), and Purchaser has agreed to (and as applicable, shall cause its designated Affiliates to) purchase, take delivery of and acquire from Seller and its Affiliates, Seller's and its Affiliates' right, title and interest in, to and under the Purchased Assets, and (b) Seller has agreed to (and as applicable, shall cause its Affiliates to) sell, convey, transfer and assign to Purchaser, and Purchaser (or its applicable Affiliate) has agreed to assume the Assumed Liabilities. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement, unless they are specifically otherwise defined herein.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Seller, and in accordance with the terms and conditions of the Purchase Agreement, Seller hereby agrees as follows:

1. Bill of Sale of Purchased Assets. Seller does hereby irrevocably sell, convey, assign, deliver and transfer to Purchaser and its successors and assigns, forever all of Seller's right, title, and interest in, to and under the Purchased Assets that are to be transferred to the Purchaser at the Closing pursuant to the Purchase Agreement free and clear of all Liens (subject to Section 2.2(b) (Excluded Assets) of the Purchase Agreement).

2. Assignment and Assumption. Seller does hereby sell, convey, transfer and assign, to Purchaser and its successors and assigns, all of Seller's right, title, interest in, obligations and liabilities, to and under the Assumed Liabilities at the Closing pursuant to the Purchase Agreement (subject to Section 2.3(b) (Excluded Liabilities) of the Purchase Agreement). Purchaser hereby accepts the foregoing assignment and transfer and agrees to accept, assume and undertake, and timely satisfy and discharge when due, Seller's obligations, liabilities and responsibilities under or pursuant to such Assumed Liabilities arising from and after the date hereof.

3. Miscellaneous. This Agreement is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants and indemnities set forth in the Purchase Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Purchase Agreement. In the event that any provision of this Agreement shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control. This Agreement may be executed in any number of counterparts, each of which shall be an

original, but all of such counterparts together constitute one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws principles.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has, by its duly authorized representative, executed this Bill of Sale and Assignment and Assumption Agreement as of the day and year first above written.

SELLER:

JANSSEN BIOTECH, INC.

By:  _____

Name: Flavia Pease

Title: Treasurer


[Signature Page to Bill of Sale and Assignment and Assumption Agreement]

TRADEMARK
REEL: 006367 FRAME: 0596

IN WITNESS WHEREOF, the undersigned has, by its duly authorized representative, executed this Bill of Sale and Assignment and Assumption Agreement as of the day and year first above written.

PURCHASER:

ORBIT BIOMEDICAL LIMITED

By: 
Name: DOMINIC SCHMIDT
Title: Director

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]