

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TyraTech, Inc.		12/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alliance Pharmaceuticals Limited		
Street Address:	Avonbridge House, 2 Bath Road		
City:	Chippenham, Wiltshire SN15		
State/Country:	UNITED KINGDOM		
Entity Type:	Private company limited by shares: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4540645	VAMOUSSE	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	3128278185		
Email:	chicago.trademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
Correspondent Name:	K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
NAME OF SUBMITTER:	Kathryn Starshak		
SIGNATURE:	/Kathryn Starshak/		
DATE SIGNED:	05/11/2018		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This Trademark Assignment Agreement ("Trademark Assignment") is made effective as of the 28 day of December, 2017 (the "Effective Date") by and between TYRATECH, INC., a Delaware corporation ("Assignor"), and ALLIANCE PHARMACEUTICALS LIMITED, a private company limited by shares incorporated in England with registered number 03250064 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 1, 2017 (the "APA"), pursuant to which Assignor undertook to assign, transfer, sell, convey and deliver to Assignee the Purchased Assets, including Assignor's entire right, title and interest in and to the trademarks specified on Exhibit A hereto and all applications, registrations and renewals in connection therewith (collectively, the "Trademarks") along with any goodwill associated therewith;

WHEREAS, Assignor now wishes to assign the Trademarks to Assignee, and Assignee has agreed to accept such assignment of the Trademarks from Assignor; and

WHEREAS, capitalized terms used but not defined in this Trademark Assignment shall have the respective meanings ascribed to such terms in the APA.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. Trademarks. Assignor hereby assigns, transfers, sells, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with (a) all goodwill associated therewith, (b) all rights to sue for and the remedies resulting from past, present and future infringement or misappropriation of the Trademarks, and all rights of protection of interest therein under the laws of all jurisdictions and (c) all income, royalties, fees, payments and other proceeds due or payable to Assignor on or after the Effective Date with respect to the Trademarks. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

2. Assignor covenants, agrees and undertakes to execute, wherever requested by the Assignee, all assignments, lawful oaths and any other papers which Assignee may deem reasonably necessary for securing to Assignee or for maintaining for Assignee any and all of the Trademarks, all without further compensation to the Assignor.

3. Assignor agrees that it is hereby legally bound, upon request and at the expense of Assignee or its respective successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession relating to the Trademarks (and the business identified by the Trademarks), and to testify in any legal proceeding relating thereto.

4. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, but for Assignee's

benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary in order to vest the aforesaid Trademarks and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Trademarks that may have accrued in Assignor's favor up to the Effective Date. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

5. This Trademark Assignment is expressly made subject to the representations, warranties, covenants, conditions, indemnities, terms and provisions of the APA. The delivery of this Trademark Assignment shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms, or provisions of the APA, and all of the representations, warranties, covenants, conditions, indemnities, terms, and provisions contained in the APA shall survive the delivery of this Trademark Assignment to the extent, and in the manner, set forth in the APA. In the event of a conflict between the terms and provisions of this Trademark Assignment and the terms and provisions of the APA, the terms and provisions of the APA shall govern and control.

6. The provisions of this Trademark Assignment shall bind and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

7. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

8. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.

[Signature Page Follows]

Exhibit A


Trademarks

Trademark	Country	Reg. No.	Serial No.
VAMOUSSE THOSE VARMINTS	US		86/379,653
VAMOUSSE	US	4,540,645	86/039,578
VAMOUSSE	EU (CTM)	1228654	1228654
VAMOUSSE	GB	3018450	3018450
VAMOUSSE	WIPO	1228654	A0046498
VAMOUSSE THOSE VARMINTS	EU (CTM)	1218585	1218585
VAMOUSSE THOSE VARMINTS	GB	1218585	1218585
VAMOUSSE THOSE VARMINTS	WIPO	1218585	A0044890

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as a sealed instrument effective as of the date first above written.

ASSIGNOR:

TyraTech, Inc.

By: 

Name: Bruno Jactel

Title: Chief Executive Officer

ASSIGNEE:

Alliance Pharmaceuticals Limited

By:

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as a sealed instrument effective as of the date first above written.

ASSIGNOR:

TyraTech, Inc.

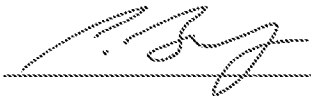
By: _____

Name: Bruno Jactel

Title: Chief Executive Officer

ASSIGNEE:

Alliance Pharmaceuticals Limited

By:  _____

Name: PETER BUTTERFIELD

Title: DIRECTOR