

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482174

<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>
Tesaro, Inc.		07/12/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TerSera Therapeutics LLC		
<b>Street Address:</b>	Two Conway Park, 150 N. Field Drive		
<b>Internal Address:</b>	Suite 195		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4893721	VARUBI	
<b>Registration Number:</b>	5335795	VARUBI ROLAPITANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123468434		
<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>	312.476.7593		
<b>Email:</b>	mjwdocket@lplegal.com		
<b>Correspondent Name:</b>	Mitchell J. Weinstein		
<b>Address Line 1:</b>	2 N. LaSalle Street		
<b>Address Line 2:</b>	Suite 1300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>	Mitchell J. Weinstein		
<b>SIGNATURE:</b>	/Mitchell J. Weinstein/		
<b>DATE SIGNED:</b>	07/17/2018		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is dated as of July 12, 2018 (“**Effective Date**”), and is made from TESARO, Inc., a Delaware corporation with offices at 1000 Winter Street, Waltham, Massachusetts 02451 (“**Assignor**”), to TerSera Therapeutics LLC, a Delaware limited liability company with offices at Two Conway Park, 150 N. Field Drive, Suite 195, Lake Forest, Illinois 60045 (“**Assignee**”). Assignee and Assignor may be referred to collectively herein as the “**Parties**” and individually as a “**Party**”.

**WHEREAS**, Assignor is the owner of those certain trademark registrations set forth in the attached Schedule A (the “**Trademarks**”); and

**WHEREAS**, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of June 28, 2018 (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to acquire, and Assignor has agreed to sell, convey, assign, deliver and transfer to Assignee, all of Assignor’s rights, title and interests in, to and under the Trademarks.

**NOW, THEREFORE**, in view of the foregoing premises and in consideration of the mutual covenants, agreements, representations, and warranties herein contained, the Parties agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

2. Assignment of Rights. Effective upon the Effective Date, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor’s rights, title and interests in, to and under (a) the Trademarks, (b) the goodwill associated with the use of and symbolized by the Trademarks, (c) all applications and registrations for the Trademarks, and (d) any and all rights, benefits, privileges and proceeds under the Trademarks throughout the world, including, without limitation, (i) any and all claims by Assignor against any third party for past, present or future infringement, dilution, misappropriation, misuse or other violation of any of the Trademarks, (ii) the exclusive right to apply for and maintain all registrations, renewals and/or extensions thereof, and (iii) the exclusive right to grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes the applicable trademark offices or other relevant Governmental Entity to register and record Assignee as the assignee and owner of the Trademarks.

4. No Alteration. Each of Assignor and Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

5. Further Assurances. Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including without limitation the execution and acknowledgment of instruments that may be or become necessary to effect or formalize the transfer of the Trademarks.

6. Miscellaneous. This Assignment is executed and delivered pursuant to, and is given to further evidence (and give immediate effect to) the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. 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 Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute the same agreement. If any signature is delivered by facsimile transmission or by email in PDF, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Assignment and the rights and obligations of the Parties 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, and shall be subject to the provisions of Section 10.10 (Dispute Resolution; Arbitration) and Section 10.11 (Judicial Resolution; Waivers) of the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR

TESARO, INC.

By:

  
Name: Leon O. Moulder, Jr.  
Title: Chief Executive Officer

ASSIGNEE

TERSERA THERAPEUTICS, LLC

By:

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

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 006383 FRAME: 0237**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR

TESARO, INC.

By:

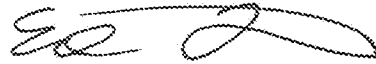
\_\_\_\_\_  
Name:

Title:

ASSIGNEE

TERSERA THERAPEUTICS, LLC



By:


  
\_\_\_\_\_  
Name: Edward J. Fiorentino  
Title: Chief Executive Officer and  
President

*[Signature Page to Trademark Assignment]*

**Schedule A**

**Assigned Trademark Filings**

#	Mark Details	Country / Status	Class / Goods
1	<p align="center">VARUBI</p> <p>RN: 4893721 SN: 86591285</p>	<p align="center">United States</p> <p>First Use: November 9, 2015</p> <p>Filed: April 8, 2015</p> <p>Registered: January 26, 2016</p>	<p align="center">(Int'l Class: 05)</p> <p align="center">pharmaceutical products used to prevent and treat cancer treatment-based symptoms</p>
2	 <p>RN: 5335795 SN: 86593815</p> <p>Disclaimer: "ROLAPITANT"</p>	<p align="center">United States</p> <p>First Use: June 28, 2017</p> <p>Filed: April 10, 2015</p> <p>Registered: November 14, 2017</p>	<p align="center">(Int'l Class: 05)</p> <p align="center">pharmaceutical products used to prevent and treat cancer treatment-based symptoms, containing rolapitant</p>
3	 <p>RN: 711539 AN: 62769/2017</p>	<p align="center">Switzerland</p> <p>Filed: October 12, 2017</p> <p>Registered: January 4, 2018</p> <p>Expiration Date: October 12, 2027</p>	<p align="center">(Translation) (Int'l Class: 05)</p> <p align="center">Pharmaceutical products for use in the prevention and treatment of symptoms caused by cancer treatment.</p>

#	Mark Details	Country / Status	Class / Goods
4	<p>VARUBY</p> <p>RN: 711526 AN: 62768/2017</p>	<p>Switzerland</p> <p>Filed: October 12, 2017</p> <p>Registered: January 4, 2018</p> <p>Expiration Date: October 12, 2027</p>	<p>(Translation) (Int'l Class: 05)</p> <p>Pharmaceutical products for use in the prevention and treatment of symptoms caused by cancer treatment.</p>
5	<p>VARUBY</p> <p>RN: 014436877 AN: 014436877</p>	<p>European Union</p> <p>Filed: August 4, 2015</p> <p>Registered: November 18, 2015</p> <p>Expiration Date: August 4, 2025</p>	<p>(Int'l Class: 05)</p> <p>Pharmaceutical preparations.</p>
6	 <p>VARUBY</p> <p>RN: 016418543 AN: 016418543</p>	<p>European Union</p> <p>Filed: February 28, 2017</p> <p>Registered: June 14, 2017</p> <p>Expiration Date: February 28, 2027</p>	<p>(Int'l Class: 05)</p> <p>Pharmaceutical preparations.</p>