

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM480838

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA		<i>Private Limited Company:</i>	
Name	Formerly	Execution Date	Entity Type
Vernalis (R&D) Limited		06/13/2018	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	TRIS PHARMA, INC.		
Street Address:	2033 Route 130, Suite D		
Internal Address:	Attn: Ketan Mehta		
City:	Monmouth Junction		
State/Country:	NEW JERSEY		
Postal Code:	08852		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4837227	TUZISTRA	
Serial Number:	87477951	BENZONEX	
Serial Number:	86074726	COPHIONEX	
Serial Number:	87067772	TRIZELYS	
CORRESPONDENCE DATA			
Fax Number:	2155405818		
<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:	2155409210		
Email:	ckodroff@howsoniplaw.com		
Correspondent Name:	Howson & Howson LLP, Attn: Cathy Kodroff		
Address Line 1:	350 Sentry Parkway, Building 620, Suite		
Address Line 4:	Blue Bell, PENNSYLVANIA 19422		
NAME OF SUBMITTER:	Cathy A. Kodroff		
SIGNATURE:	/CathyAKodroff/		
DATE SIGNED:	07/06/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made effective as of June 13, 2018 by and between Tris Pharma, Inc., a New Jersey Corporation, with corporate offices at 2033 Route 130, Suite D, Monmouth Junction, New Jersey 08852 ("Assignee") and Vernalis (R&D) Limited, a private limited company organized under the laws of England and Wales with company number 1985479 whose registered office is at 100 Berkshire Place, Wharfedale Road, Winnersh, Berkshire, RG41 5RD, United Kingdom ("Assignor"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Sale Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Sale Agreement, of even date herewith (the "Asset Sale Agreement"), providing for, among other things, the sale to Assignee by Assignor of all of Assignor's right, title and interest in the registered and published trademarks set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, in accordance therewith, Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith and which is symbolized thereby, all rights to bring an action, whether at law or in equity, for infringement, misappropriation, or misuse of the Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and other pertinent international jurisdictions, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and other pertinent international intellectual property offices to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future letters, notices and any other communications and documents bearing on the Trademarks.

The rights and obligations of the parties will be governed by, and this Trademark Assignment will be interpreted, construed and enforced in accordance with, the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Each of the parties hereto covenants and agrees to do, execute, acknowledge and deliver, at the reasonable request of the other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be

reasonably required or appropriate to carry out the assignment contemplated by this Trademark Assignment.

Should any part of this Trademark Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Trademark Assignment had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in its entirety, but rather shall be observed and performed by the parties to the extent such provision is valid and enforceable.

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

This Trademark Assignment may be signed in any number of counterparts, including by facsimile copies or by electronic scan copies delivered by email, each of which will be deemed an original, and all of which will constitute one and the same instrument. Delivery of an executed counterpart signature page by facsimile or by electronic scan copies delivered by email is as effective as executing and delivering this Trademark Assignment in the presence of the other party to this Trademark Assignment. This Trademark Assignment is effective upon delivery of one executed counterpart from each party to the other party.

This Trademark Assignment may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Trademark Assignment may be changed, modified or terminated only by an agreement in writing signed by the Assignor and Assignee.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

VERNALIS (R&D) LIMITED

By: Ian Garland

Name: IAN GARLAND
Title: CHIEF EXECUTIVE OFFICER
AND DIRECTOR

On this 13th day of June, 2018 before me PAUL CLAYDON, the undersigned solicitor, personally appeared IAN GARLAND, known personally to me to be CEO AND DIRECTOR of Vernalis (R&D) Limited, and acknowledged that he/she, being authorized so to do, executed this Trademark Assignment.

IN WITNESS WHEREOF I have hereunto set my hand.

Paul Claydon
Solicitor

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

TRIS PHARMA, INC.

By: Pete Cione

Name: Peter Cione

Title: SVP

STATE OF New Jersey)

)ss.

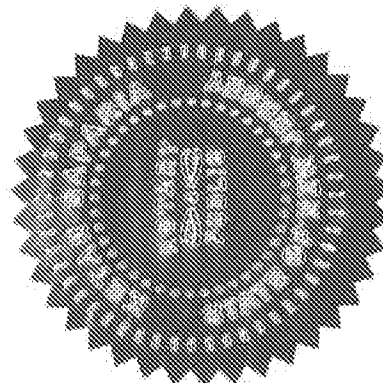
COUNTY OF Middlesex)

On June 12th 2018, before me, the undersigned, a Notary Public in and for such State, personally appeared Peter Cione, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

Ketan Saparia
Notary Public
My Commission expires on: 05/03/2021

KETAN SAPARIA
ID # 80037977
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires May 3, 2021



**SCHEDULE A
TRADEMARKS**

Trademarks	Status	Territory	Number	Date	Class	Deadline to file statement of use to obtain registration	Number of Six Month Extensions Available at Present
Tuzistra®	Registered	United States	4837227	20 October 2015	5	N/A	N/A
Benzonex™	Published	United States	87/477951	6 June 2017	5	12 December 2018	4
Cophonex™	Published	United States	86/074726	25 September 2013	5	05 October 2018	1
Trizelys™	Published	United States	87/067772	10 June 2016	5	27 December 2018	3
Tuzistra®	Registered	European Community	014037691	07 May 2015	5	N/A	N/A