

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ammonett Pharma LLC		07/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lumos Pharma, Inc.		
Street Address:	4200 Marathon Blvd., Ste. 200		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78756		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86837065	ORATROPE	
CORRESPONDENCE DATA			
Fax Number:	4156597357		
<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:	415.836.2557		
Email:	TMDocket@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 2:	Attn: Heather A. Dunn, Esq.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
NAME OF SUBMITTER:	Heather Dunn, Esq. - DLA Piper LLP (US)		
SIGNATURE:	/Heather Dunn/		
DATE SIGNED:	08/10/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“*Agreement*”) is made and entered into effective July 26, 2018 (“*Effective Date*”) by and between Ammonett Pharma LLC, a Delaware limited liability company, (“*Assignor*”) and Lumos Pharma, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor is the owner of the worldwide rights, interests and claims in, and title to the trademark set forth in the table attached hereto as **EXHIBIT A**, together with the common law rights and goodwill associated therewith (collectively, the “*Trademark*”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of July 26, 2018 (the “*Asset Purchase Agreement*”).

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignee has succeeded to the business, assets and appurtenant goodwill of the Assignor.

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor has agreed to transfer its worldwide rights, interests and claims in, and title to all of the Trademark, together with the common law rights and goodwill associated therewith and the pending application as listed therein, to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes, conveys, grants, sets over, assigns and transfers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor’s entire worldwide right, interest and claim in, and title to the Trademark, together with the common law rights and goodwill associated therewith and the pending application as listed in the attached **EXHIBIT A**, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of the Trademark, if any, in each case whether now existing or hereafter created, together with the proceeds thereof.

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, 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 or expedient in order to vest or perfect the aforesaid rights and related 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.

Assignor on and after the Effective Date of this Agreement, shall at the reasonable request and the expense of Assignee: (a) execute and deliver or cause to be delivered any documents and further instruments of assignment consistent with the present assignment and that may be reasonably required to evidence or effectuate the assignment of the Trademark, and (b) take or cause to be taken all such other actions, as may reasonably be deemed necessary or desirable in order for Assignee to obtain the full benefits of the present assignment of all the Trademark and to maintain and enforce the Trademark in all countries.

Each party represents that it has the power and authority to enter into this Trademark Assignment Agreement. If any term of this Trademark Assignment Agreement is held void, voidable, invalid, inoperative or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect.

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNEE

Lumos Pharma, Inc

By: 

Name: Richard J. Hopkins

Title: Chief Executive Officer

ASSIGNOR

Armonett Pharma LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNEE

Lumos Pharma, Inc.

By: _____
Name: Richard J. Hawkins
Title: Chief Executive Officer

ASSIGNOR

Amgenett Pharma LLC

By: _____
Name: ~~Richard J. Hawkins~~ Tully
Title: Chief Executive Officer

EXHIBIT A

Trademark	Application Serial No.	Filing Date	Goods and Services
ORATROPE	86-837,065	December 2, 2015	Class 5: Pharmaceutical for enhancing growth hormone secretion

WEST282517365.1