

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488554

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION                                       |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| <b>RESUBMIT DOCUMENT ID:</b> | 900459890  |

**CONVEYING PARTY DATA**

| Name                             | Formerly | Execution Date | Entity Type   |
|----------------------------------|----------|----------------|---|
| Bayer Intellectual Property GMBH |          | 12/12/2014     | Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Covis Pharma S.a r.l.                                  |
| <b>Street Address:</b> | Bahnhofstrasse 11, CH-6300                             |
| <b>City:</b>           | Zug  |
| <b>State/Country:</b>  | SWITZERLAND  |
| <b>Entity Type:</b>    | Luxembourg societe a responsabilite limite: LUXEMBOURG |

**PROPERTY NUMBERS Total: 2**

| Property Type               | Number  | Word Mark   |
|-----------------------------|---------|-------------|
| <b>Registration Number:</b> | 2711659 | BETAPACE AF |
| <b>Registration Number:</b> | 1504551 | BETAPACE    |

**CORRESPONDENCE DATA**

**Fax Number:** 9735972597  
*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.*  
**Phone:** 9735972596  
**Email:** lstrademark@lowenstein.com  
**Correspondent Name:** Matthew Hintz, Esq.  
**Address Line 1:** One Lowenstein Drive  
**Address Line 4:** Roseland, NEW JERSEY 07068

|                                |                          |
|--------------------------------|--------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 27208.1                  |
| <b>NAME OF SUBMITTER:</b>      | Matthew P. Hintz, Esq.   |
| <b>SIGNATURE:</b>              | /Matthew P. Hintz, Esq./ |
| <b>DATE SIGNED:</b>            | 09/04/2018               |

**Total Attachments: 7**

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APA)#page2.tif

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## Trademarks Transfer Agreement

Between

- (1) **BAYER INTELLECTUAL PROPERTY GMBH**, Alfred-Nobel-Strasse 10, 40789 Monheim am Rhein, Germany, a limited liability company incorporated under the laws of Germany, incorporated under German law, registered under docket number HRB 67604 with the commercial register of the local court (Amtsgericht) Düsseldorf/Germany,

(hereinafter referred to as "**BIP**"),

and

- (3) **COVIS PHARMA S.A.R.L., ZUG BRANCH**, a company incorporated under the laws of Luxembourg,

(hereinafter referred to as "**Purchaser**").

WHEREAS on December 12, 2014, BIP, Bayer Pharma AG, Bayer HealthCare Pharmaceuticals Inc. (collectively referred to as "Sellers") and Purchaser entered into an asset purchase agreement on the divestment of certain assets and liabilities relating to Sellers' BETAPACE<sup>®</sup> and BETAPACE AF<sup>®</sup> Products and the related Business in the U.S. (the "APA"). According to the APA, Sellers shall sell and, with effect as of the Closing Date (as defined in the APA), assign, or cause to assign, to Purchaser the Trademarks described in **Schedule 2.1 (a)(i)** to the APA and attached to this agreement as Exhibit A, together with the Trademarks Rights (as defined in the APA) (collectively, for purposes of this agreement, the "**Trademarks**").

WHEREAS the Trademarks are owned by BIP.

WHEREAS the purpose of this agreement is to assign and otherwise transfer the Trademarks to Purchaser with effect as of the Closing Date in line with the APA.

WHEREAS terms with capital letters have the same meaning ascribed to them in the APA unless herein differently defined.

NOW, THEREFORE, it is hereby agreed as follows:

## **Section 1 Assignment**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BIP hereby assigns, transfers and sets over to Purchaser (i) all rights, titles and interests in the Trademarks (ii) all privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereto, (iii) any and all income, royalties and payments accruing on or after the Closing Date with respect to the Trademarks and (iv) all books, records and other documentation that are related to the Trademarks, to hold unto Purchaser absolutely and Purchaser herewith accepts the assignment of the Trademarks.

## **Section 2 Representations and Liability**

Any representations, warranties or indemnifications with respect to the Trademarks, or any of the transactions described in the APA or in this agreement and any remedies of Purchaser are exclusively governed by the APA.

## **Section 3 Documentation and Costs**

- 3.1 BIP authorizes and request the Commissioner of Trademarks in the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in the trademark registrations and applications for registration of the trademarks in the U.S., to record the Purchaser as the assignee and owner of any and all of BIP's rights in the Trademarks in the U.S.. Purchaser shall be solely responsible for the preparation and recordation before the U.S. Patent and Trademark Office of all documents necessary to evidence Purchaser as new owner of the Trademarks, provided, however, that BIP shall each reasonably assist Purchaser in preparing and executing the documents necessary to record the assignment of the Trademarks in the name of Purchaser or any of its designated affiliates. Without limiting the generality of the foregoing, BIP will use reasonable efforts to execute or cause to be executed all agreements and documents and to take or cause to be taken all other actions necessary under applicable laws and regulations to evidence the recording of Purchaser (or any of its designated affiliates) as the owner of the Trademarks in the U.S..
- 3.2 All cost and expenses related to the preparation and recordation of all documents necessary to evidence Purchaser as new owner of the Trademarks shall be borne by Purchaser.

- 3.3 Following execution of this agreement, BIP shall hold the Trademarks as nominee and trustee for and on behalf of Purchaser (or its nominated representative) and shall use its reasonable endeavours (subject to reimbursement of its out of pocket costs by Purchaser) to maintain the Trademarks until the assignment of the Trademarks is recorded but for no longer than eighteen (18) months after execution of this agreement. If a third party initiates proceedings within the afore-said period challenging the validity of the Trademarks, BIP shall provide to Purchaser (at Purchaser's sole cost and expense) all assistance reasonably necessary in order to defend the Trademarks.

**Section 4**  
**Miscellaneous**

- 4.1 Sections 11.4, 11.8, 11.9, 11.11 and 11.12 of the APA apply to this Agreement.

IN WITNESS WHEREOF, the parties have signed this trademark transfer agreement.

Place, date: LEVERKUSEN DEC 12, 2014

**BAYER INTELLECTUAL PROPERTY GMBH**

*Andrea Alloro*

Name: ANDREA ALORO

Title: ATTORNEY IN FACT

Place, date:

**COVIS PHARMA S.A.R.L., ZUG BRANCH**

.....  
Name:

Title:

IN WITNESS WHEREOF, the parties have signed this trademark transfer agreement.

Place, date:

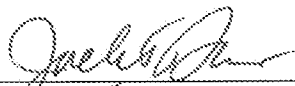
**BAYER INTELLECTUAL PROPERTY GMBH**

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

Title:

Place, date:

**COVIS PHARMA S.A.R.L., ZUG BRANCH**

  
\_\_\_\_\_  
Name: *JACK T. DAVIS*  
Title: *CEO & Branch Manager*

**Exhibit A**

| <b>Trademark</b> | <b>Classes</b> | <b>Goods &amp; Services</b>  | <b>Appl. No</b> | <b>Appl. Date</b> | <b>Reg. No</b> | <b>Reg. Date</b> | <b>Next Renewal Due</b> | <b>Status</b> |
|------------------|----------------|--|-----------------|-------------------|----------------|------------------|-------------------------|---------------|
| BETAPACE         | 05             | Cardiovascular Drugs   | 73/701175       | 1987-12-15        | 1504551        | 1988-09-20       | 2018-09-20              | Registered    |
| BETAPACE AF      | 05             | Pharmaceutical preparations for the treatment of cardiovascular diseases | 75/817196       | 1999-10-06        | 2711659        | 2003-04-29       | 2023-04-29              | Registered    |



"**Third Party Claim**" shall be defined as described in Section 9.3.

"**Third Party Supplier**" shall be defined as described in Section 8.4(e).

"**Threshold Amount**" shall be defined as described in Section 9.6.

"**Trademarks**" shall be defined as described in Section 2.1(a)(i).

"**Trademark Rights**" means all registrations and applications to register, service marks, brand names, certification marks, trade dress including extensions, modifications, divisions, or renewals of such registrations or applications, and including the goodwill associated with or symbolized by any of the foregoing, solely to the extent related and applicable to the Trademarks.

"**Trademarks Transfer Agreement**" shall be defined as that Trademarks transfer agreement to be executed at the Closing by BIP and Purchaser in the form of Exhibit E.

"**Transaction**" shall be defined as described in the Preamble.

"**Transaction Documents**" shall be defined as described in Section 7.2.

"**Transferred Product Materials**" means the materials falling within the scope of this definition to the extent actually included in the CD-ROM attached hereto as Schedule 9.9: (i) all books, records, files and papers relating to the Product Authorizations (including, but not limited to, all amendments and supplements thereto, and all annual reports and other correspondence in connection therewith), including electronic copies thereof wherever maintained in electronic format, (ii) all sales information relating to the Products, including, but not limited to, current and historical annual, quarterly, and monthly sales data, pricing information, customer lists and information pertaining to the prescriptions written for Product and the parties writing such prescriptions, (iii) all existing promotional materials relating to the Products including, but not limited to, any product launch materials, brochures, dosing guides, print advertisements, direct mail campaign images/creative work, tradeshow exhibit graphics and displays; (iv) all sales training and self-study materials (including tests) relating to the Products; (v) all mailing lists associated with the Products; (vi) all existing data from Seller's sales call reporting system relating to the Products; (vii) all speaker slide materials and training materials relating to the Products; (viii) all documentation of any Technical Information (all of the foregoing to be organized and indexed by Sellers and provided in an electronic format); (ix) all files and files histories relating to any Patent Rights or Trademark Rights; and (x) all other books, records, files and papers, to the extent existing and in the possession or control of Sellers or any of their Representatives and which relate to, or which are useful or necessary to the Business, including, without limitation, lists of present and former suppliers, business plans, studies and analyses, books of account, accounting records and other records relating in any respect to the Business.

"**Transfer Tax**" shall be defined as any federal, state, county, local, foreign and other sales, use, transfer, excise, conveyance, documentary transfer, stamp duty, registration, recording or similar tax, fee or charge imposed in connection with the transactions contemplated by this Agreement or the recording of any assignment or other evidence of sale, transfer or assignment of property (or any interest therein) effected pursuant to this Agreement; *provided, however*, Transfer Taxes shall not include any VAT.