# OP \$165.00 32827

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM489342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cardiome Pharma Corp.		07/19/2018	Corporation: CANADA

### **RECEIVING PARTY DATA**

Name:	Correvio Canada Corp.	
Street Address:	1441 Creekside Drive	
Internal Address:	6th Floor	
City:	Vancouver	
State/Country:	CANADA	
Postal Code:	V6J 4S7	
Entity Type:	Corporation: CANADA	

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3282759	CARDIOME
Registration Number:	3244293	CARDIOME
Serial Number:	86971229	CARDIOME
Registration Number:	3282761	
Serial Number:	87805888	
Registration Number:	3244294	

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: nhart@correvio.com

Correspondent Name: Correvio Pharma Corp.

Address Line 1: 1441 Creekside Drive

Address Line 2: 6th Floor

Address Line 4: Vancouver, CANADA V6J 4S7

NAME OF SUBMITTER:	Nicole Hart
SIGNATURE:	/Nicole Hart/
DATE SIGNED:	09/10/2018

TRADEMARK REEL: 006434 FRAME: 0036

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# **Total Attachments: 5**

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**ASSIGNMENT** 

This Trademark Assignment is made as of April 27, 2018 (the "Effective Date") by and

between Cardiome Pharma Corp. ("Assignor"), a corporation under the laws of Canada with its

principal place of business at 6<sup>th</sup> Floor, 1441 Creekside Drive, Vancouver, BC V6J 4S7 Canada

(previously located at 6190 Agronomy road, 6th Floor, Vancouver, B.C., V6T 1Z3 Canada, and

Correvio Canada Corp. ("Assignee"), a corporation under the laws of Canada with its principal

place of business at 6th Floor, 1441 Creekside Drive, Vancouver, BC V6J 4S7 Canada (referred to

collectively as the "Parties").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the

trademark registrations and applications listed in SCHEDULE A, attached hereto, and to the

trademarks covered thereby and to the goodwill and reputation of the business connected with

and symbolized by these trademarks (the "Marks");

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Marks to

Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of

which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto said Assignee

all right, title and interest in and to the Marks listed on SCHEDULE A, together with (a) all

trademark registrations and applications listed on SCHEDULE A; (b) all common law rights

related thereto; (c) all goodwill associated therewith; and (d) all benefits, privileges, causes of

action, and remedies relating to any of the foregoing, whether before or hereafter accrued

(including, without limitation, the exclusive rights to apply for an maintain all such registrations;

to sue for all past, present or future infringements or other violations of any rights in the Marks;

and to settle and retain proceeds from any such actions).

Assignor shall execute such written instruments and extend such other cooperation as

may be reasonably necessary to convey the Marks to Assignee.

This Assignment may be executed in one or more counterparts, and by different parties

hereto in separate counterparts, each of which when executed shall be deemed to be an

original but all of which taken together shall constitute one and the same agreement.

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If any provision or provisions of this Assignment are held to be invalid, illegal or

unenforceable, in whole or in part, under any law or regulation, by a court of competent

jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in

effect only to the extent that it is valid, and the validity, legality and enforceability of the

remaining provisions of this Agreement shall remain in full force and effect and shall in no way

be affected, impaired or invalidated thereby.

This Assignment constitutes the entire agreement between the Parties relating to the

subject matter hereof and supersedes all prior agreements, understanding and representations

concerning such subject matter.

No amendment of modification to any of the terms hereof shall be valid or binding upon

the Parties unless made in writing and signed by duly authorized representatives of the Parties.

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The Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR	
Cardiome Pharma Corp.	
Ву:	
Justin Renz, Chief Financial Officer	
NOTARIAL SEAL	
State of	
County of	
On this $\sqrt{\frac{9}{2}}$ day of $\sqrt{\frac{3}{2}}$ , 2018 before me, the undersigned notal appeared <b>Justin Renz</b> , proved to me through satisfactory evidence of ide person whose name is signed on the preceding or attached document, a that he signed it voluntarily for its stated purpose.	entification, to be the
(official signature and seal of notary)  Usvallation for the contact of the conta	
David D. McMasters, General Counsel	
Annual Control of the	
NOTARIAL SEAL	
State of Washington	
County of KING	
On this QO day of JU/J 2018 before me, the undersigned nota appeared <b>David D. McMasters</b> , proved to me through satisfactory evide the person whose name is signed on the preceding or attached document that he signed it voluntarily for its stated purpose.  (official signature and seal of notary)	nce of identification, to be
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ASSIGNEE	
Correvio Canada Corp.	
By: Justin Renz, Chief Financial Officer	
<u>NOTARIAL SEAL</u>	
State of <u>MASSACKUS@HS</u>	
County of	
On this $\frac{Q}{Q}$ day of $\frac{Q}{Q}$ , 2018 before me, the undersigned notary papeared <b>Justin Renz</b> , proved to me through satisfactory evidence of identiperson whose name is signed on the preceding or attached document, and that he signed it voluntarily for its stated purpose.	fication, to be the
(official signature and seal of notary)	
Osváta LOZZE " Foreira  By:	
David D. McMasters, General Counsel	
<u>NOTARIAL SEAL</u>	
State of <u>Washing to M</u> County of <u>KiNG</u>	
On this <u>AO</u> day of <u>July</u> , 2018 before me, the undersigned notary pappeared <b>David D. McMasters</b> , proved to me through satisfactory evidence the person whose name is signed on the preceding or attached document, a me that he signed it voluntarily for its stated purpose.	of identification, to be

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# SCHEDULE A

# Trademarks

Trademark	Country	Appl. No.	Filling Date	Registration No.	Reg Date
CARDIOME	United States of	78/838274	03/15/2006	3282759	08/21/2007
CARDIOME	America United States of America	78/838281	03/15/2006	3244293	05/22/2007
CARDIOME	United States of America	86/971229	04/11/2016		
CARDIOME PHARMA CORP. LOGO	United States of America	78/838283	03/15/2006	3282761	08/21/2007
CARDIOME PHARMA CORP. LOGO	United States of Amercia	87/805888	02/21/2018	·	
CARDIOME PHARMA CORP. LOGO	United States of America	78/838289	03/15/2006	3244294	05/22/2007

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**RECORDED: 09/10/2018**