

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491698

<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>
MorphoSys AG		09/10/2018	Aktiengesellschaft (Ag): GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	adivo GmbH		
<b>Street Address:</b>	Am Klopferspitz 19		
<b>City:</b>	Planegg		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	82152		
<b>Entity Type:</b>	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5421027	ADIVO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2152992085		
<b>Email:</b>	ipdocket@foxrothschild.com		
<b>Correspondent Name:</b>	Michael J. Leonard		
<b>Address Line 1:</b>	Fox Rothschild LLP		
<b>Address Line 2:</b>	997 Lenox Drive, Bldg. 3		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648-2311		
<b>ATTORNEY DOCKET NUMBER:</b>	181658.00001		
<b>NAME OF SUBMITTER:</b>	Michael J. Leonard		
<b>SIGNATURE:</b>	/mjl/		
<b>DATE SIGNED:</b>	09/27/2018		
<b>Total Attachments: 4</b>			
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## Trademark Assignment Agreement

between

**MorphoSys AG**, a German stock corporation having its place of business at Semmelweisstraße 7, 82152 Planegg, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under HRB 121023

- hereinafter sometimes referred to as “Assignor” -

and

**adivo GmbH**, a German limited liability company, having its principal place of business at Am Klopferspitz 19, 82152 Planegg, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Munich under HRB 240037

- hereinafter sometimes referred to as “Assignee” -

Assignor and Assignee hereinafter individually and collectively sometimes referred to as “Party”/“Parties” -

## Preamble

WHEREAS, the Assignor on the one side and – inter alia – the Assignee on the other side, entered into a transfer and license agreement dated July 18, 2018 (the “TLA”) by which the Assignor transferred certain Intellectual Property Rights (IPRs) to the Assignee;

WHEREAS, Assignor is registered as the owner of the trademarks listed on Schedule A (“Trademarks”) attached hereto; and

WHEREAS, Assignee has acquired the entire right, title and interest in and to the Trademarks from Assignor.

NOW, therefore, the Parties hereto enter into and agree upon this trademark assignment agreement (the “Agreement”):

1. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor confirms that Assignor has assigned, and by these presents does assign to Assignee, its successors and assigns the entire right, title and interest of any kind throughout the world, including without limitation: (i) all registered trademarks and trademark applications listed in Schedule A, including all extensions and renewals of such applications and registrations and the right to apply for any of the foregoing and all federal, state, foreign, statutory and common law and all other rights in the foregoing including moral rights and the goodwill associated with the trademarks; and (ii) all rights to causes of action and remedies related thereto, including without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing; and (iii) any and all other rights and interests arising out of, in connection with or in relation to the Trademarks.
2. Assignor further agrees that Assignor will, at Assignee's expense: (i) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (ii) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks in any and all countries, and to vest title thereto in Assignee; and (iii) Assignor undertakes to cooperate in good faith and lend reasonable assistance to Assignee in connection with any enforcement or defense of the Trademarks.
3. This Agreement is subject to the laws of Germany, without its conflict of laws principles
4. Defined terms in this Agreement shall have the same meaning as the corresponding defined term in the Agreement, unless they have been given a different meaning in this Agreement. In case of any deviations of this Agreement from the TLA Agreement, the TLA Agreement shall prevail.

5. All amendments to this Agreement, including, without limitation, a change of this clause itself, must be made in writing and with express reference to this Agreement, unless notarization or any other form is required.
6. All exhibits are an integral part of this Agreement.
7. If any of the provisions of this Agreement shall become or be held invalid, ineffective or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid, ineffective or unenforceable provision shall be deemed to be automatically amended and replaced without the necessity of further action by the parties hereto by such form, substance, time, measure and jurisdiction as shall be valid, effective and enforceable and as shall accomplish as far as possible the purpose and intent of the invalid, ineffective or unenforceable provision. The aforesaid shall apply *mutatis mutandis* for any situation not contemplated and covered by this Agreement.

Place: Flanegg

Place: Flanegg

Date: 12-September-2018


Date: 10-September-2018

**Assignor**  
**MorphoSys AG**


**Assignment accepted and agreed**  
**adivo GmbH**

by:

by:

  
Dr. Bernd Hunter  
Vice-President,  
Head of IP

  
Engin Toksöz  
Senior Manager, IP

Dr. Markus Waldhuber  
Managing Director  
adivo GmbH  
  
Am Klönferspitz 29, 82152 Martinsried  
Tel: +49 89 88988 475

SCHEDULE A

TRADEMARKS

Trademark family MS-M41 "ADIVO"

<u>Our Ref.:</u>	<u>Country Serial Number:</u>	<u>Status:</u>
MS-M41-CTM	EU 015181787	Registered
MS-M41-CH	Switzerland 701485	Registered
MS-M41-US	US 5,421,027	Registered
MS-M41-JP	Japan 5897561	Registered
MS-M41-CN	China 20943116	Registered
MS-M41-CN	China 20943117	Registered