

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498517

<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>
Nutrasweet Property Holdings, Inc.		06/28/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manus Bio, Inc.		
<b>Street Address:</b>	1030 Massachusetts Avenue		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Cambridge		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02138		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1859360	NECTA SWEET	
<b>Registration Number:</b>	3202560		
<b>Registration Number:</b>	1262746	NUTRASWEET	
<b>Registration Number:</b>	1336188	NUTRASWEET	
<b>Registration Number:</b>	1325241	NUTRASWEET	
<b>Registration Number:</b>	1440365	NUTRASWEET BRAND SWEETENER	
<b>Registration Number:</b>	1358678	NUTRASWEET	
<b>Registration Number:</b>	1353525		
<b>Registration Number:</b>	1366139		
<b>Serial Number:</b>	87715898	THE SWEET SPOT	
<b>Registration Number:</b>	2346442	TWINSWEEP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124276663		
<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>	3124271300		
<b>Email:</b>	chiustm@ladas.net		
<b>Correspondent Name:</b>	Ladas & Parry LLP		

CH \$290.00 1859360

**Address Line 1:** 224 South Michigan Avenue  
**Address Line 4:** Chicago, ILLINOIS 60604

**NAME OF SUBMITTER:** BORIS UMANSKY

**SIGNATURE:** /BORIS UMANSKY/

**DATE SIGNED:** 11/16/2018

**Total Attachments: 7**

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source=MANUS BIO INC UNITED STATES#page7.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of June 28, 2018 and is by and among NutraSweet Holdings, Inc., a Delaware corporation ("Holdings"), The NutraSweet Company, a Delaware corporation ("NSC"), NutraSweet Property Holdings, Inc., a Delaware corporation ("NSC IP") and collectively with NSC and Holdings, "Assignor") and Manus Bio, Inc., a Delaware corporation ("Assignee").

## RECITALS

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of June 28, 2018 by and among the Assignor, the Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to all Intellectual Property Assets (as defined in the Purchase Agreement), including the Marks, to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

## AGREEMENTS

For ten dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations

resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

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

\* \* \*


IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

THE NUTRASWEET COMPANY

MANUS BIO INC.

By:   
Name: Stephen Gray  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

NUTRASWEET PROPERTY HOLDINGS, INC.

Address for Notices:

By:   
Name: Stephen Gray  
Its: President

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_

NUTRASWEET HOLDINGS, INC.

By:   
Name: Stephen Gray  
Its: President

Address for Notices:  
J. W. Childs Associates  
500 Totten Pond Road, 6th Floor  
Waltham MA 02451  
Facsimile: 617-753-1101

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By: \_\_\_\_\_  
Name: Stephen Gray  
Its: President

NUTRASWEET HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Stephen Gray  
Its: President

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Ajikumar Parayil  
Its: President and Chief Executive Officer

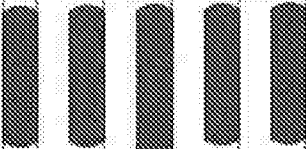
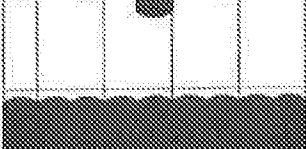
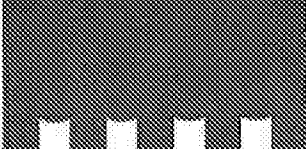
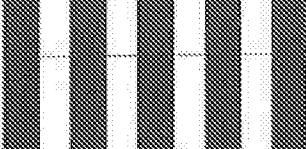
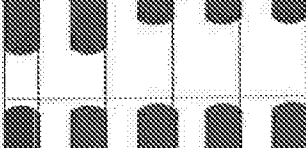

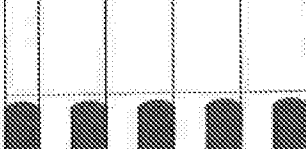

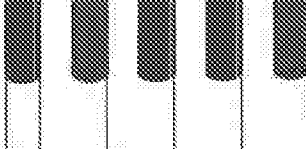
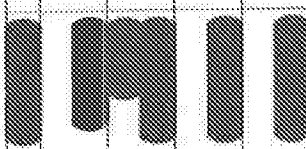
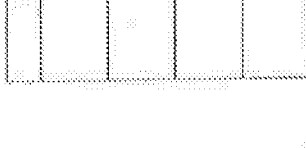
Address for Notices:

Manus Bio Inc.  
1070 Massachusetts Ave Suite 309  
Cambridge MA 02138  
Attention: Ajikumar Parayil  
Facsimile: (617) 299-8471







	Holdings, Inc.						
Neotame Logo	Nutrasweet Property Holdings, Inc.	United States	3202560	1/23/2007	Active	1/23/2017	
Nutrasweet	Nutrasweet Property Holdings, Inc.	United States	1262746	1/3/1984	Active	1/3/2024	
Nutrasweet	Nutrasweet Property Holdings, Inc.	United States	1336188	5/21/1985	Active	5/21/2025	
Nutrasweet and Swirl Design	Nutrasweet Property Holdings, Inc.	United States	1325241	3/19/1985	Active	3/19/2025	
Nutrasweet Logo Unit	Nutrasweet Property Holdings, Inc.	United States	1440365	5/26/1987	Active	5/26/2027	
Nutrasweet Script	Nutrasweet Property Holdings, Inc.	United States	1358678	9/10/1985	Active	9/10/2025	
Swirl Design (Red and White)	Nutrasweet Property Holdings, Inc.	United States	1353525	8/13/1985	Active	8/13/2025	
Swirl Device	Nutrasweet Property Holdings, Inc.	United States	1366139	10/22/1985	Active	10/22/2025	
The Sweet Spot (Stylized)	Nutrasweet Property Holdings, Inc.	United States	87715898	12/11/2017	Active	N/A	
Twinsweet	Nutrasweet Property Holdings, Inc.	United States	2346442	5/2/2000	Active	5/2/2020	
							
							
							
							
							
							
							
							
							
							
							

<sup>6</sup> Renewal application number 437417 is currently pending for this application.  
<sup>7</sup> Renewal application number 489705 is currently pending for this application.