

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERNALIS (R&D) LTMITED		11/09/2018	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Pragma Pharmaceuticals		
Street Address:	134 Birch Hill Rd		
City:	Locust Valley		
State/Country:	NEW YORK		
Postal Code:	11560		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76683106	MOXATAG	
CORRESPONDENCE DATA			
Fax Number:	5162771451		
<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:	5162771449		
Email:	frank@ferapharma.com		
Correspondent Name:	Frank DellaFera		
Address Line 1:	134 Birch Hill Rd		
Address Line 4:	Locust Valley, NEW YORK 11560		
NAME OF SUBMITTER:	Frank DellaFera		
SIGNATURE:	/frank dellafera/		
DATE SIGNED:	11/19/2018		
Total Attachments: 4			
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OP \$40.00 76683106

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment and Assumption Agreement”) is made and entered into as of November 9, 2018 by and between Vernalis (R&D) Limited, a private limited company organized under the laws of England and Wales with company number 1985479 (“Seller”), and Pragma Pharmaceuticals, LLC, a New York limited liability company (“Purchaser”). All capitalized terms used herein and not otherwise defined shall have the meanings given them in the Asset Purchase Agreement (as defined below).

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement of even date herewith (the “Asset Purchase Agreement”);

WHEREAS, concurrently with entering into this Assignment and Assumption Agreement, the Parties are entering into a General Assignment and Bill of Sale pursuant to which the Transferred Assets are being transferred, assigned and conveyed to Purchaser;

WHEREAS, in connection with and at the Closing, Purchaser is assuming and agreeing to satisfy and discharge when due, the Assumed Liabilities; and

WHEREAS, Seller and Purchaser now desire to carry out the intent and purpose of the Asset Purchase Agreement by the execution and delivery of this instrument evidencing the assumption of the Assumed Liabilities by Purchaser;

NOW, THEREFORE, in consideration of the foregoing premises, the consideration set forth in the Asset Purchase Agreement and other good and value consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment and Assumption. Pursuant to the Asset Purchase Agreement, Seller hereby conveys, assigns and transfers unto Purchaser and its successors and assigns, forever, all of its burdens, obligations and liabilities under the Assumed Liabilities. Purchaser hereby assumes from Seller the Assumed Liabilities and agrees to observe and perform all of the duties, obligations, terms, provisions, and covenants under the Assumed Liabilities, and to pay, discharge, and satisfy the Assumed Liabilities in due course in accordance with any terms applicable thereto.
2. Further Assurances. Each of the Parties covenants and agrees to do, execute, acknowledge and deliver, at the reasonable request of the other Party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

3. Miscellaneous.

(a) This Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors, assigns, and legal representatives.

(b) This Assignment and Assumption Agreement may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Assignment and Assumption Agreement may be changed, modified or terminated only by an agreement in writing signed by Seller and Purchaser.

(c) This Assignment and Assumption Agreement may be executed by Seller and Purchaser in separate and several counterparts, each of which shall be an original, but which together shall constitute one and the same instrument. An executed signature page of this Assignment and Assumption Agreement delivered by PDF transmission shall be as effective as an original executed signature page.

(d) All the terms of the Asset Purchase Agreement are incorporated herein by this reference. This Assignment and Assumption Agreement is subject to and limited by the terms and provisions of the Asset Purchase Agreement, and in the event of any conflict between this Assignment and Assumption Agreement and the Asset Purchase Agreement, the terms, provisions and limitations of the Asset Purchase Agreement shall control. Notwithstanding anything to the contrary in this Assignment and Assumption Agreement, nothing herein is intended to, nor shall it, enlarge, modify or otherwise, alter the representations, warranties, covenants and obligations of the Parties contained in the Asset Purchase Agreement or the survival thereof.

(e) The interpretation and construction of this Assignment and Assumption Agreement shall be governed by the laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Assignment and Assumption Agreement to the substantive law of another jurisdiction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has executed this Assignment and Assumption Agreement as of the date first above written.

PURCHASER:

PRAGMA PHARMACEUTICALS, LLC

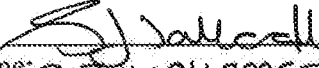
By: 
Name: Janet DellaFera
Title: Chief Executive Officer

{Signature Page to Assignment and Assumption Agreement}

TRADEMARK
REEL: 006495 FRAME: 0844

SELLER:

VERNALIS (R&D) LIMITED

By: 
Name: S. J. WALLACE
Title: GENERAL COUNSEL AND COMPANY SECRETARY

[Signature Page to Assignment and Assumption Agreement]