

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERNALIS (R&D) LIMITED		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:	87073162	MOXPAC	
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:	11/20/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made effective 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 ("Assignor"), and Pragma Pharmaceuticals, LLC, a New York limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), providing for, among other things, the sale to Assignee by Assignor all of Assignor's right, title and interest in the U.S. registered trademarks set forth on Schedule A hereto (the "Moxatag Trademarks"); and

WHEREAS, in accordance therewith, Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Moxatag Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Moxatag Trademarks, together with the goodwill associated therewith and which is symbolized thereby, all rights to bring an action, whether at law or in equity, for infringement, misappropriation, or misuse of the Moxatag Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Moxatag Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future letters, notices and any other communications and documents bearing on the Moxatag Trademarks.

The rights and obligations of the parties will be governed by, and this Trademark Assignment will be interpreted, construed and enforced in accordance with, the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Each of the parties hereto 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 assignment contemplated by this Trademark Assignment.

Should any part of this Trademark Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Trademark Assignment had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in its entirety, but rather shall be observed and performed by the parties to the extent such provision is valid and enforceable.

This Trademark Assignment is subject to and limited by the terms and provisions of the Asset Purchase Agreement, and in the event of any conflict between this Trademark Assignment and the Asset Purchase Agreement, the terms, provisions and limitations of the Asset Purchase Agreement shall control. Notwithstanding anything to the contrary in this Trademark Assignment, nothing herein is intended to, nor shall it, enlarge, modify or otherwise alter the representations, warranties, rights, remedies, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

This Trademark Assignment may be signed in any number of counterparts, including by electronic scan copies delivered by email, each of which will be deemed an original, and all of which will constitute one and the same instrument. Delivery of an executed counterpart signature page by electronic scan copies delivered by email is as effective as executing and delivering this Trademark Assignment in the presence of the other party to this Trademark Assignment. This Trademark Assignment is effective upon delivery of one executed counterpart from each party to the other party.

This Trademark Assignment may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Trademark Assignment may be changed, modified or terminated only by an agreement in writing signed by the Assignor and Assignee.

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

[signature pages follow]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

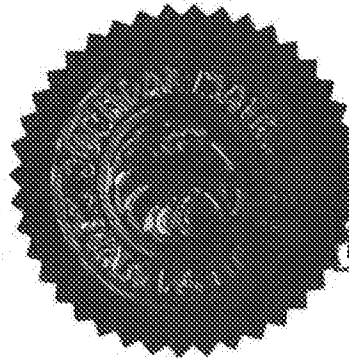
VERNALIS (R&D) LIMITED

By: [Signature]
Name: S. WALLCRAFT
Title: GENERAL COUNSEL AND COMPANY SECRETARY

On this 1st day of NOVEMBER, 2018 before me SUKHAR MATHUROO, the undersigned ~~solicitor~~/notary public, personally appeared known personally to me to be Susan Wallcraft, Company Secretary of Vernalis (R&D) Limited, and acknowledged that she, being authorized so to do, executed this Trademark Assignment, and that by her signature on the Trademark Assignment, Vernalis (R&D) Limited executed the Trademark Assignment.

IN WITNESS WHEREOF I have hereunto set my hand.

[Signature]
Solicitor/notary public 203/18



Sukhpal Matharoo
Solicitor & Notary Public
Sovereign House, Vistern Road
Reading RG1 8BT, England