

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proximagen, LLC		06/11/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UCB Biopharma SPRL		
Street Address:	Allée de la Recherche 60		
City:	B-1070 Bruxelles		
State/Country:	BELGIUM		
Entity Type:	société privée à responsabilité limitée: BELGIUM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5386953	NAYZILAM	
Registration Number:	5290341	SEIZURE CLUSTERS CONNECT	
CORRESPONDENCE DATA			
Fax Number:	2027218250		
<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:	202-721-8227		
Email:	cemon@wenderoth.com		
Correspondent Name:	Rebecca Gan		
Address Line 1:	1030 15th Street, N.W., Suite 400 East		
Address Line 2:	WENDEROTH LLP		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	02409AGEN		
DOMESTIC REPRESENTATIVE			
Name:	Rebecca Gan		
Address Line 1:	1030 15th Street, NW, Suite 400 East		
Address Line 2:	WENDEROTH LLP		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Rebecca Gan		
SIGNATURE:	/rgan/		

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DATE SIGNED:	02/07/2019
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made as of this June 11, 2018 by and between Proximagen, LLC, a Delaware limited liability company ("Seller") and UCB Biopharma SPRL, a *société privée à responsabilité limitée* (private limited liability company) formed under the laws of Belgium ("Purchaser"). Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is the sole and exclusive owner of the Trademarks set forth on Schedule A attached hereto and made part hereof (collectively, the "Transferred Trademarks"); and

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of April 18, 2018 (the "Asset Purchase Agreement"), by and between Seller, Purchaser and ACOVA, Inc., a Minnesota corporation, Purchaser wishes to acquire and accept from Seller, and Seller wishes to sell, transfer, assign and deliver to Purchaser, all rights, title and interest in, to and under the Transferred Trademarks, together with goodwill of the business associated with and symbolized by the Transferred Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, agreements and promises contained in the Asset Purchase Agreement and this Trademark Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Defined Terms. Unless otherwise specifically provided herein, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
2. Conveyance and Acceptance of Transferred Trademarks. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Seller hereby sells, transfers, assigns and delivers to Purchaser, free and clear of all Liens other than Permitted Liens, and Purchaser hereby purchases, acquires and accepts from Seller, for Purchaser's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Seller if this Trademark Assignment had not been made, all of Seller's right, title and interest in, to and under the Transferred Trademarks (together with all goodwill of the business associated therewith and symbolized thereby), and any and all of Seller's other rights, privileges and priorities provided under Applicable Law with respect to the Transferred Trademarks, including, without limitation, Seller's common law rights and rights under the laws of unfair competition, any and all rights to bring an action, whether at law or in equity, for infringement, misappropriation, unfair competition, dilution or other violation, any and all rights to any income,

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royalties, damages and payments which become due or payable in respect thereof on or after the effective date of this Trademark Assignment, and any and all rights in and to all claims (including claims for past infringement or misappropriation of intellectual property rights and the rights to any damages, proceeds and other remedies or recoveries relating thereto), counterclaims, defenses, causes of action, demands, judgments, rights of recovery, rights of set-off, rights of subrogation and all other rights of any kind of Seller against any Third Party, to the extent relating to the Transferred Trademarks (regardless of whether such rights are exercisable) (but excluding any guarantees, warranties, indemnities, rights of contribution and other similar rights to the extent relating to any Retained Liabilities or Excluded Assets).

3. Recordation. Seller hereby authorizes Purchaser to record this Trademark Assignment with the U.S. Patent and Trademark Office and any other applicable foreign trademark offices.
4. Asset Purchase Agreement Controls. Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, representations, limitations or exceptions or, in general any of the rights and remedies, or any of the obligations of Purchaser or Seller set forth in the Asset Purchase Agreement. This Trademark Assignment is subject to and governed entirely in accordance with the terms of the Asset Purchase Agreement.
5. Governing Law. This Trademark Assignment and any disputes relating hereto shall be governed and construed in accordance with the laws of the State of Delaware, without reference to the conflicts of law principles thereunder or any other jurisdiction that would cause the application of the substantive laws of any jurisdiction other than the State of Delaware.
6. Other. Sections 11.06 (Wrong Pockets), 12.06 (Counterparts), 12.08 (Severability; Enforcement), 12.10 (Jurisdiction), 12.11 (Waiver of Jury Trial), 12.12 (Specific Performance), 12.13 (Further Assurances) and 12.14 (Amendments) of the Asset Purchase Agreement shall apply to this Trademark Assignment *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment as of the date first above written.

PROXIMAGEN, LLC

By: W. P. COLLMAN
Name: W. P. COLLMAN
Title: President

UCB BIOPHARMA SPRL

By: _____
Name:
Title:

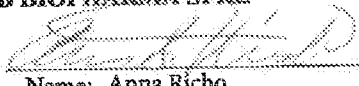
{Signature Page to Trademark Assignment}

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment as of the date first above written.

PROXIMAGEN, LLC

By: _____
Name:
Title:

UCB BIOPHARMA SFRL

By: 
Name: Anna Richo
Title: Executive Vice President and General Counsel

[Signature Page to Trademark Assignment]

SCHEDULE A

Transferred Trademarks

Country	Mark	Registration No. (Application No.)	Application Date	Registration Date
USA	Nayzilam	86419161	09-Oct-2014	23-Jan-2018
International (Madrid): Australia; Colombia; Community TM; Israel; Japan; Korea; Mexico; Norway; Philippines; Switzerland; Turkey	Nayzilam	1263961	25-Mar-2015	25-Mar-2015
Brazil	Nayzilam	(909205361)	02-Apr-2015	
Canada	Nayzilam	(1721989)	01-Apr-2015	
Taiwan	Nayzilam	1737720	08-Apr-2015	16-Nov-2015
USA	Seizure Clusters Connect	5290341	09-Feb-2017	19-Sep-2017

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