

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/05/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hepregen Corporation		03/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ascendance Biotechnology, Inc.		
Street Address:	200 Boston Avenue		
Internal Address:	Suite 1500		
City:	Medford		
State/Country:	MASSACHUSETTS		
Postal Code:	02155		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4633621	HEPREGEN	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	25327-6-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	12/20/2018		
Total Attachments: 2			
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ASSIGNMENT OF UNITED STATES TRADEMARK

WHEREAS, Hepregen Corporation, a corporation organized and existing under the laws of the State of Delaware and having a place of business at 200 Boston Avenue, Suite 1500, Medford, MA, 02155, USA (referred to hereinafter as "Assignor"), was the sole and exclusive owner of the trademark HEPREGEN, U.S. Trademark Registration No. 4,633,621 (collectively referred to hereinafter as the "Trademark Properties").

WHEREAS, the Assignor assigned, in or about November 5, 2015, its entire business and assets, including that portion to which said Trademark Properties pertain, to Ascendance Biotechnology, Inc., a corporation organized and existing under the laws of the State of Delaware and having a place of business at 200 Boston Avenue, Suite 1500, Medford, MA, 02155, USA (referred to hereinafter as "Assignee");

WHEREAS, the Assignor and the Assignee wish to ratify the prior assignment of the Trademark Properties and the goodwill symbolized thereby to Assignee;

NOW, THEREFORE, in consideration and in exchange for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

Assignor hereby assigns to the Assignee, its successors, assigns and legal representatives, and hereby memorializes that it has sold and assigned Nunc Pro Tunc as of November 5, 2015, the entire right, title and interest of the Assignor, in and to said Trademark Properties and the goodwill associated with the use thereof and symbolized thereby, together with all unsatisfied claims for damages by reason of past infringement of said Trademark Properties, with the right to sue for such damages and collect same for its own use and benefit and for the use and benefit of its successors, assigns or other representatives (collectively referred to hereinafter as the "Assets").

Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney or attorneys of the Assignor, with full power of substitution, for it and in its name or otherwise, but at the sole expense and on behalf of and for the benefit of the Assignee, its successors and assigns, to institute and prosecute from time to time, any proceedings at law, in equity or otherwise, that the Assignee, its successors or assigns, may deem proper in order to assert or enforce any claim, right or title of any kind in and to the Assets hereby sold and transferred, and to defend and compromise any and all actions, suits or proceedings in respect of any of said Assets, and generally to do any and all such acts and things in relation thereto as the Assignee, its successors or assigns, shall deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. The Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by the Assignor.

This instrument and all of its terms shall inure to the benefit of and shall bind the Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed and delivered by its proper officer thereunto duly authorized.

Hepregen Corporation

Date: 6 Mar 2018

By: 
Name: Dr. Vincent R. Zurawski, Jr.
Title: Chief Executive Officer

Ascendance Biotechnology, Inc.

Date: 6 Mar 2018

By: 
Name: Dr. Vincent R. Zurawski, Jr.
Title: Chief Executive Officer