

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/05/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hepregen Corporation		03/06/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ascendance Biotechnology, Inc.		
<b>Street Address:</b>	200 Boston Avenue		
<b>Internal Address:</b>	Suite 1500		
<b>City:</b>	Medford		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02155		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4739801	HEPATOMUNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N. LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	25327-6-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	12/20/2018		
<b>Total Attachments: 2</b>			
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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 HEPATOMUNE, U.S. Trademark Registration No. 4,739,801 (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.

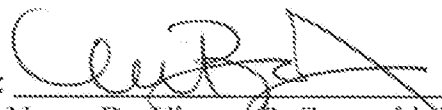
Hepregen Corporation

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