

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASTRAZENECA AB		05/21/2019	Corporation: SWEDEN
RECEIVING PARTY DATA			
Name:	INNATE PHARMA S.A.		
Street Address:	117, Avenue de Luminy - BP 30191		
City:	Marseille		
State/Country:	FRANCE		
Postal Code:	13 009		
Entity Type:	Corporation: FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5598762		
Registration Number:	5610169	LUMOXITI	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	KNOBBE MARTENS OLSON AND BEAR LLP		
Address Line 1:	2040 MAIN STREET		
Address Line 2:	14TH FLOOR		
Address Line 4:	IRVINE, CALIFORNIA 92614		
DOMESTIC REPRESENTATIVE			
Name:	KNOBBE MARTENS OLSON AND BEAR LLP		
Address Line 1:	2040 MAIN STREET		
Address Line 2:	14TH FLOOR		
Address Line 4:	IRVINE, CALIFORNIA 92614		
NAME OF SUBMITTER:	Ian W. Gillies		
SIGNATURE:	/Ian W. Gillies/		

OP \$65.00 5598762

DATE SIGNED:	08/09/2019
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Total Attachments: 10

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SCHEDULE 12

TRADEMARK ASSIGNMENT

DATED 21 May 2019

TRADE MARK ASSIGNMENT AGREEMENT

by and among

ASTRAZENECA AB

and

INNATE PHARMA S.A.

relating to

Anti-CD22 Immunotoxin (Moxe)

THIS AGREEMENT is dated 21 May 2019 and made between:

1. **ASTRAZENECA AB**, a company incorporated in Sweden, with its principal place of business at SE-431 83 Mölndal, Sweden ("AZ AB"); and
2. **INNATE PHARMA S.A.**, company incorporated in France and with its principal place of business at 117, Avenue de Luminy – BP 30191 13 009 Marseille, France ("Innate").

BACKGROUND:

- A. MedImmune Limited ("MedImmune") is, directly or indirectly, a wholly owned subsidiary of AstraZeneca PLC (AstraZeneca PLC and its Affiliates including AZ AB and MedImmune being "AstraZeneca"). Innate is a biopharmaceutical company concentrating its business on developing treatments for cancer.
- B. MedImmune and Innate have entered into a license agreement on ____ October 2018 (the "Moxe License") pursuant to which MedImmune has agreed to grant Innate a license under intellectual property rights owned or controlled by MedImmune and provide certain transition services to Innate.
- C. In accordance with the terms and conditions of the Moxe License, MedImmune has agreed to procure that AstraZeneca, and therefore AZ AB, shall assign to Innate the trade mark applications and registered trademarks listed in Schedule 1 to this Agreement ("Trade Marks").

IT IS AGREED that:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined terms

Unless otherwise defined in this trade mark assignment agreement ("Agreement"), capitalised terms used in this Agreement have the meanings ascribed to them in the Moxe License.

2. ASSIGNMENT

- 2.1 Pursuant to and for the consideration set out in the Moxe License, AZ AB hereby assigns to Innate (and, in relation to any Trade Marks owned or co-owned by another member of AstraZeneca, shall procure that each other relevant member of AstraZeneca shall assign to Innate) and Innate hereby accepts all of AZ AB's right, title, and interest in and to:

- 2.1.1 the Trade Marks;
- 2.1.2 the entitlement to any registered Trade Marks granted pursuant to any of the applications contained in the Trade Marks;
- 2.1.3 the right to bring or defend proceedings and obtain relief (and to retain any damages and other monies recovered) in respect of any infringement or other cause of action

arising from ownership of any of the Trade Marks, whether occurring before, on or after the date of this Agreement; and

2.1.4 the goodwill associated with and represented by the Trade Marks (but no other goodwill).

3. MISCELLANEOUS

3.1 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, in any respect, then such provision will be given no effect by the Parties and shall not form part of this Agreement. To the fullest extent permitted by Applicable Law and if the rights and obligations of a Party will not be materially and adversely affected all other provisions of this Agreement shall remain in full force and effect and the Parties will use all reasonable efforts to negotiate a provision in replacement of the provision held invalid, illegal or unenforceable that is consistent with Applicable Law and achieves, as nearly as possible, the original intention of the Parties. To the fullest extent permitted by Applicable Law, the Parties waive any provision of law that would render any provision in this Agreement invalid, illegal or unenforceable in any respect.

3.2 Entire Agreement

This Agreement and the Moxe License (including any document referred to in the Moxe License) together represent the entire agreement between the parties in relation to this Agreement and supersede any previous agreement, arrangement or understanding, whether written or oral, between the parties in relation to that subject matter. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of this Agreement to the extent permitted by Applicable Law.

3.3 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by PDF format via email or other electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were original signatures.

3.4 No Benefit to Third Parties

3.4.1 Except for any rights and immunities granted in this Agreement or the Moxe License to any Affiliates, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Any Person who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either Party) shall not have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Agreement which expressly or by implication confers a benefit on that Person without the express prior agreement in writing of the Parties, which agreement must refer to clause 21.12 of the Moxe License.

3.5 Governing law

The interpretation and construction of this Agreement (including non-contractual disputes) shall be governed by the laws of England and Wales excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

3.6 **Dispute Resolution**

3.6.1 **Escalation to Executives.** In the event of any Dispute between the Parties arising out of or in connection with this Agreement, either Party may, by written notice to the other, have such Dispute referred to the Executives for attempted resolution by good faith negotiations within thirty (30) days after such notice is received.

3.6.2 **Arbitration.** In the event the Parties are unable to resolve a Dispute in accordance with clause 3.6.1 any dispute arising out of or in connection with this Agreement, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the International Chamber of Commerce (ICC), which Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

3.6.3 **Pendency of Arbitration.** During the period of time that any arbitration proceeding described in clause 3.6.2 is pending under this Agreement, the Parties shall continue to comply with all those terms and provisions of this Agreement that are not the subject of, and the performance of which are not otherwise implicated by, such pending arbitration proceeding.

3.6.4 **Interim and Conservatory Measures.** Nothing contained in this Agreement shall preclude any Party from seeking interim or other equitable or provisional relief from a court of competent jurisdiction to preserve the status quo or prevent irreparable harm, and such an action may be filed and maintained notwithstanding any ongoing arbitration proceeding.

3.6.5 **Confidentiality.** The Parties agree that any arbitration conducted pursuant to this clause 3.6 shall be kept confidential and that the existence of the proceeding and any element of it (including any pleadings or briefs submitted by the Parties, any testimony or oral submissions, and any orders or awards) shall not be disclosed beyond the arbitrators, the Parties, and their respective counsel, accountants, auditors, insurers and reinsurers, or any other Person necessary to the conduct of the arbitration. These confidentiality obligations shall not apply if: (a) disclosure is required by Applicable Law, or in judicial or administrative proceedings; or (b) disclosure is necessary to enforce rights arising out of an arbitral award or order.

3.7 **Delivery Of Agreement**







The parties do not intend this Agreement to be delivered by, or to become legally binding on, any of them until the date of this Agreement is written at its head, notwithstanding that one or more of them may have executed this Agreement prior to that date being inserted.








EXECUTION

The parties have shown their acceptance of the terms of this Agreement by executing it at the end of the Schedules.

Schedule 1

Trademark	TM Kind	Logo	Country	Convention	Int'l Class	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Next renewal action date	Owner
LUMOXITI	Word		Argentina	National Trademark	5	Pending	05-Apr-2018	3697680				AstraZeneca AB
Circle Device (Concentric circles and incomplete circles)	Figurative		Argentina	National Trademark	5	Pending	28-Mar-2018	3696404				AstraZeneca AB
LUMOXITI	Word		Australia	National Trademark	5	Registered	29-Mar-2018	1916753	25-Feb-2018	1916753	29-Mar-2028	AstraZeneca AB
Circle Device (Concentric circles and incomplete circles)	Figurative		Australia	Madrid Protocol	5	Pending	27-Mar-2018	027171745_G1	27-Mar-2018	1.468.625	27-Mar-2028	AstraZeneca AB
LUMOXITI	Word		Brazil	National Trademark	5	Pending	29-Mar-2018	914424130				AstraZeneca AB
Circle Device (Concentric circles and incomplete circles)	Figurative		Brazil	National Trademark	5	Pending	28-Mar-2018	914413937				AstraZeneca AB
LUMOXITI	Word		Canada	National Trademark	5	Pending	29-Mar-2018	1891028				AstraZeneca AB
Circle Device (Concentric circles and incomplete circles)	Figurative		Canada	National Trademark	5	Pending	28-Mar-2018	1890677				AstraZeneca AB
LUMOXITI	Word		China	National Trademark	5	Pending	29-Mar-2018	29896731				AstraZeneca AB
Circle Device (Concentric circles and incomplete circles)	Figurative		China	Madrid Protocol	5	Pending	27-Mar-2018	017171745_G1	27-Mar-2018	1.468.625	27-Mar-2028	AstraZeneca AB
LUMOXITI	Word		European Union	European Union Trademark	5	Registered	11-Oct-2017	017511192	25-Jan-2018	017511192	11-Oct-2027	AstraZeneca AB
Circle Device (Concentric circles and incomplete circles)	Figurative		European Union	European Union Trademark	5	Registered	09-Sep-2017	017171745	18-Dec-2017	017171745	04-Sep-2027	AstraZeneca AB

LUMOXITI	Figurative																		304477843	29-Mar-2018	304477843	29-Mar-2018	304477843	29-Mar-2018	AstraZeneca AB		
	Word		Hong Kong	National Trademark	5	Registered																			28-Mar-2028	AstraZeneca AB	
Circle Device (Concentric circles and incomplete circles)	Figurative		Hong Kong	National Trademark	5	Registered																				27-Mar-2028	AstraZeneca AB
LUMOXITI	Word		Iceland	National Trademark	5	Registered																				30-Apr-2028	AstraZeneca AB
Circle Device (Concentric circles and incomplete circles)	Figurative		Iceland	Madrid Protocol	5	Pending																				27-Mar-2028	AstraZeneca AB
LUMOXITI	Word		India	National Trademark	5	Pending																					AstraZeneca AB
Circle Device (Concentric circles and incomplete circles)	Figurative		India	Madrid Protocol	5	Pending																				27-Mar-2028	AstraZeneca AB
LUMOXITI	Word		Japan	National Trademark	5	Pending																					AstraZeneca AB
Circle Device (Concentric circles and incomplete circles)	Figurative		Japan	Madrid Protocol	5	Pending																				27-Mar-2028	AstraZeneca AB
LUMOXITI	Word		Korea (South)	National Trademark	5	Pending																					AstraZeneca AB
Circle Device (Concentric circles and incomplete circles)	Figurative		Korea (South)	Madrid Protocol	5	Pending																				27-Mar-2028	AstraZeneca AB
LUMOXITI	Word		Liechtenstein	National Trademark	5	Registered																					AstraZeneca AB
Circle Device (Concentric circles and incomplete circles)	Figurative		Liechtenstein	Madrid Protocol	5	Pending																				27-Mar-2028	AstraZeneca AB
LUMOXITI	Word		Macao	National Trademark	5	Pending																					AstraZeneca AB

Circle Device (Concentric circles and incomplete circles)		Macao	National Trademark	5	Pending	28-Mar-2018	84/136084					Australia/Zecca AB
LUMOXITI	Word	Mexico	National Trademark	5	Registered	02-Apr-2018	2028976		04-Jul-2018	18880393	02-Apr-2028	Australia/Zecca AB
Circle Device (Concentric circles and incomplete circles)		Mexico	Madrid Protocol	5	Pending	27-Mar-2018	017171745_01		27-Mar-2018	1408425	27-Mar-2028	Australia/Zecca AB
LUMOXITI	Word	New Zealand	National Trademark	5	Registered	29-Mar-2018	1083844		02-Oct-2018	1388944	11-Oct-2027	Australia/Zecca AB
Circle Device (Concentric circles and incomplete circles)		New Zealand	Madrid Protocol	5	Pending	27-Mar-2018	017171745_01		27-Mar-2018	1408425	27-Mar-2028	Australia/Zecca AB
LUMOXITI	Word	Norway	National Trademark	5	Registered	28-Mar-2018	201804365		23-Aug-2018	298019	28-Mar-2028	Australia/Zecca AB
Circle Device (Concentric circles and incomplete circles)		Norway	Madrid Protocol	5	Pending	27-Mar-2018	017171745_01		27-Mar-2018	1408425	27-Mar-2028	Australia/Zecca AB
LUMOXITI	Word	Russian Federation	National Trademark	5	Pending	28-Mar-2018	201871164				28-Mar-2028	Australia/Zecca AB
Circle Device (Concentric circles and incomplete circles)		Russian Federation	Madrid Protocol	5	Pending	27-Mar-2018	017171745_01		27-Mar-2018	1408425	27-Mar-2028	Australia/Zecca AB
LUMOXITI	Word	South Africa	National Trademark	5	Pending	28-Mar-2018	2018708613				28-Mar-2028	Australia/Zecca AB
Circle Device (Concentric circles and incomplete circles)		South Africa	National Trademark	5	Pending	28-Mar-2018	2018708448				28-Mar-2028	Australia/Zecca AB
LUMOXITI	Word	Switzerland	National Trademark	5	Registered	28-Mar-2018	711387018		03-Apr-2018	718872	28-Mar-2028	Australia/Zecca AB
Circle Device (Concentric circles and incomplete circles)		Switzerland	Madrid Protocol	5	Pending	27-Mar-2018	017171745_01		27-Mar-2018	1408425	27-Mar-2028	Australia/Zecca AB
LUMOXITI	Word	United Kingdom	National Trademark	5	Registered	05-Dec-2017	1803335275079		09-Mar-2018	3275079	05-Dec-2027	Australia/Zecca AB

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LUMOMITI Circle Device (Concentric circles and incomplete circles)	Word		United States of America	National Trademark	5	Pending	31-Jan-2018	87776486					Australia/Zeemsa AB
Circle Device (Concentric circles and incomplete circles)	Figurative		United States of America	National Trademark	5	Pending	30-Oct-2017	876-80123					Australia/Zeemsa AB
Circle Device (Concentric circles and incomplete circles)	Figurative		World Intellectual Property Org. (WIPO)	International Trademark	5	Registered	27-Mar-2018	03171745-01	27-Mar-2018	1-408-625	27-Mar-2018	27-Mar-2018	Australia/Zeemsa AB

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EXECUTION

The parties have shown their acceptance of the terms of this Agreement by executing it at the end of the Schedule.

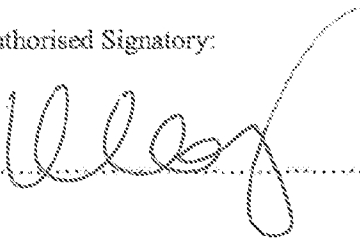
SIGNED for and on behalf of

ASTRAZENECA AB (PUBL.)

Name: Katarina Ageborg

Title: President, AstraZeneca AB

Authorised Signatory:



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SIGNED for and on behalf of

INNATE PHARMA S.A.

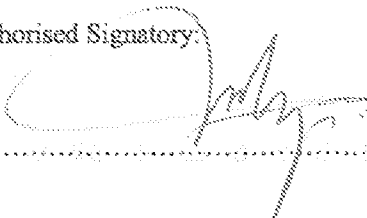
Name:

Mondher MAHJOUBI

Title:

CEO

Authorised Signatory:



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