

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novartis AG		11/16/2018	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	PurpleRock GoodBio OpCo, LLC		
Street Address:	1350 AVENUE OF THE AMERICAS		
Internal Address:	2ND FL		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87589993	GOODBIO	
Serial Number:	87766122	GOODBIO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3212529274		
Email:	mingram@corridorlegal.net		
Correspondent Name:	J. Mark Ingram		
Address Line 1:	106 N. Orlando Ave.		
Address Line 4:	Cocoa Beach, FLORIDA 32931		
NAME OF SUBMITTER:	J. Mark Ingram		
SIGNATURE:	/J. Mark Ingram/		
DATE SIGNED:	09/25/2019		
Total Attachments: 5			
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Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment Agreement”), dated as of November 16, 2018, (the “Effective Date”), is made by and between Novartis AG, a Swiss company, with offices at 4002 Basel, Switzerland (“Assignor”), and PurpleRock GoodBio OpCo, LLC, a Delaware limited liability company, with offices at 1350 Avenue of the Americas, 2nd Floor, New York, New York (“Assignee”). Hereinafter, Assignor and Assignee will collectively be referred to as the “Parties”, or individually as a “Party”.

WHEREAS, Assignor owns all right, title and interest in and to each trademark application for registration identified on Schedule 1 (collectively, the “Pending Trademarks”);

WHEREAS, Sandoz Inc., a Colorado corporation, with offices at 100 College Road West, Princeton, New Jersey 08540 (“Sandoz”), and Assignee have entered into that certain Asset Purchase Agreement, dated as of November 16, 2018 (the “Asset Purchase Agreement”);

WHEREAS, under the terms of the Asset Purchase Agreement, Sandoz agreed to assign, or to cause its applicable Affiliates to assign, to Assignee the Pending Trademarks included in the Purchased Assets;

WHEREAS, Assignor is an Affiliate of Sandoz; and

WHEREAS, Assignor desires to transfer all of Assignor’s right, title and interest in the Pending Trademarks, and the Assignee desires to own all such right, title, and interest in the Pending Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used herein but not defined herein shall have the respective meanings assigned to them in the Asset Purchase Agreement.
2. Assignment. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of all of Assignor’s right, title and interest in and to the Pending Trademarks. For the avoidance of doubt, this Section 2 conveys, transfers and assigns to Assignee the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Assignment Agreement upon request by Assignee.
3. Amendment. No amendment or modification to any of the terms hereof will be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.
4. Severability. Should any part or provision of this Assignment be held unenforceable or in conflict with Applicable Law, the invalid or unenforceable part or provision shall, provided

Execution Version

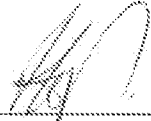
that it does not affect the essence of this Assignment, be replaced with a revision which accomplishes, to the greatest extent possible, the original commercial purpose of such part or provision in a valid and enforceable manner, and the balance of this Assignment shall remain in full force and effect and binding upon the Parties hereto.

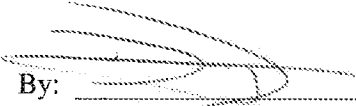
5. Governing Law; English Language. This Assignment shall be governed, interpreted and construed in accordance with the substantive laws of the State of Delaware, U.S.A., without regard to its conflict of laws principles. To the extent that it may otherwise be applicable, the Parties hereby expressly agree to unconditionally waive and exclude from the operation of this Agreement the United Nations Convention on Contracts for the International Sale of Goods, concluded at Vienna, on 11 April 1980, as amended and as may be amended further from time to time. This Assignment has been negotiated and drafted by the Parties in the English language. Any translation into any other language shall not be an official version thereof. In the event any translation of this Agreement is prepared for convenience or for any other purpose, the provisions of the English version shall prevail.
6. Jurisdiction. Assignor and Assignee agree to irrevocably submit to the exclusive jurisdiction of (a) the state courts of New York County, New York, U.S.A., or (b) the United States District Court for the Southern District of New York, U.S.A., for the purposes of any suit, action or other proceeding arising out of this Assignment or any transaction contemplated hereby.
7. Counterparts; PDF. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. PDF and facsimile signatures shall constitute original signatures. The Parties agree that the electronic signatures appearing on this Assignment are the same as handwritten signatures for the purposes of validity, enforceability and admissibility pursuant to the Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and Uniform Electronic Transactions Act (UETA) model law, or similar Applicable Laws.
8. Miscellaneous. Section 6.5 (Pending Trademarks) of the Asset Purchase Agreement is hereby incorporated by reference mutatis mutandis. No amendment or modification to any of the terms hereof will be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment Agreement to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR:
NOVARTIS AG

By: 
Name: Myrtha Hurtado Rivas
Title: Authorized Signature

By: 
Name: David Degen
Title: Authorized Signature

ASSIGNEE:
PurpleRock GoodBio OpCo, LLC

By: _____
Name:
Title:


IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment Agreement to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR:
NOVARTIS AG

By: _____
Name:
Title:


By: _____
Name:
Title:

ASSIGNEE:
PurpleRock GoodBio OpCo, LLC

By: 

Name: Vikram Varma
Title: Manager

Schedule 1: Pending Trademarks

Trademark	Country	Current Status	Filing	Filing Number	Registered Owner	Class	Description in English
GOODBIO	United States of America	Pending – Notice of Allowance Issued	30/08/2017	87/589,993	Novartis AG	5	Nutritional supplements, namely, probiotic compositions; Probiotic preparations for medical use; Probiotic supplements
	United States of America	Pending – Notice of Allowance Issued	23/01/2018	87/766,122	Novartis AG	5	Probiotic preparations for medical use; Probiotic supplements; Nutritional supplements, namely, probiotic compositions