# 40.00 45323;

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM548544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Astellas Pharma Inc.		10/09/2019	Corporation: JAPAN

# **RECEIVING PARTY DATA**

Name:	Astellas US LLC
Street Address:	1 Astellas Way
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4532336	CRESEMBA

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 2242058903

**Email:** jessica.evans-chmieleski@astellas.com

Correspondent Name: Jessica Evans-Chmieleski

Address Line 1: 1 Astellas Way

Address Line 4: Northbrook, ILLINOIS 60062

NAME OF SUBMITTER:	Jessica Evans-Chmieleski	
SIGNATURE:	/JEC/	
DATE SIGNED:	11/07/2019	

## **Total Attachments: 3**

source=CRESEMBA\_Cover\_Sheet#page1.tif source=Cresemba\_US\_Assignment#page1.tif source=Cresemba\_US\_Assignment#page2.tif

> TRADEMARK REEL: 006791 FRAME: 0506

900522526

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 9th day of October, 2019 ("Effective Date"), by and between Astellas Pharma Inc., a Japanese corporation located at 5-1, Nihonbashi-Honcho 2-chome, Chuo-ku Tokyo, 103-8411, Japan ("Assignor"), and Astellas US LLC, a Delaware corporation located at 1 Astellas Way Northbrook, IL 60060 ("Assignee"). Assignor and Assignee may each be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the sole and exclusive owner of the U.S. federal registration set forth on Exhibit A attached hereto and made part hereof (the "Mark"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignee, the Mark, together with all common law rights therein and all goodwill of the business associated with and symbolized by the Mark;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

I. Conveyance and Acceptance of Mark. Effective as of the Effective Date, (a) Assignor hereby irrevocably, without reservation, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns), all of its right, title and interest in and to the Mark, including all common law rights therein and the U.S. federal registrations and pending applications set forth on Exhibit A attached hereto, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Mark, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Mark against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Mark, and all goodwill of the business associated with and symbolized by the Mark, and (b) Assignee hereby accepts such assignment, transfer, conveyance, and delivery.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their authorized representatives as of the Effective Date.

Astellas Phagma In

Name: Yorikg/Suzuki

Title: Staff Executive Director, IP Legal

Astellas US LLC

Name: James C. Kellerman

Title: Senior Vice President

Head of Intellectual Property Legal

DC: 7139277-1

# Exhibit A

Mark	Reg. No. 4532336	
CRESEMBA	4232330	8.7707707
		<u> </u>
		<del> </del>

TRADEMARK REEL: 006791 FRAME: 0508

**RECORDED: 11/07/2019**