

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548597

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sanofi		11/06/2019	Corporation: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lexicon Pharmaceuticals, Inc.		
<b>Street Address:</b>	8800 Technology Forest Place		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77381		
<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>	5553403	ZYNQUISTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7137581105		
<b>Email:</b>	iptldocket@velaw.com		
<b>Correspondent Name:</b>	W. Scott Brown		
<b>Address Line 1:</b>	1001 Fannin Street, Suite 2500		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>NAME OF SUBMITTER:</b>	W. Scott Brown		
<b>SIGNATURE:</b>	/wsb/		
<b>DATE SIGNED:</b>	11/07/2019		
<b>Total Attachments: 10</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of September 9, 2019 (the "Effective Date") by and between Sanofi, a corporation incorporated in France ("Assignor") and Lexicon Pharmaceuticals, Inc., a Delaware corporation ("Assignee"). Each of Assignor and Assignee may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns the right, title and interest in and to the trademark ZYNQUISTA and to trademark registrations and applications related thereto (collectively the "Mark"), which include those listed in attached Exhibit A; and

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, all upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

1. Assignment. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's worldwide right, title and interest in and to the Mark, including all intellectual property rights by statute or common law therein, together the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement or misappropriation of the Mark, including the goodwill of the businesses connected to the use of any of the Mark, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this assignment had not been made.

2. Representations. Assignor represents and warrants that (a) Assignor owns the entire right, title and interest in and to the Mark; and (b) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized.

3. Further Assurances. Assignor shall submit the necessary documentation to effectuate the assignment of the Mark with the respective trademark office, including any electronic assignment application. At any time, and from time to time after the Effective Date, at Assignee's reasonable request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee. The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts known to the Assignor with respect to the Mark.

#### 4. Miscellaneous.

(a) This Agreement and its exhibit(s) constitute the entire agreement of the Parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have



effect unless in writing and properly executed by both Parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement shall be binding on and shall inure to the benefit of the Parties and their successors and assigns, if any

(c) This Agreement may be signed by each Party separately, in which case attachment of all of the Parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

*[Signature page follows]*



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

Je soussigné Me Antoine BAILLY notaire à Paris, certifie matériellement la signature de/le M. J. SANIT-HUGOT apposée sur le présent document. Cette certification ne comporte aucune vérification de l'exactitude des faits et actes mentionnés dans le présent document.

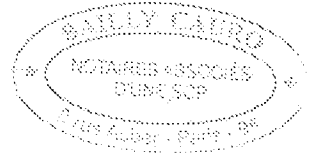
ASSIGNOR:

Antoine BAILLY

M. J. SANIT-HUGOT

Sanofi

*Sanofi Hugot*



By: \_\_\_\_\_  
Name: Jolke SANIT-HUGOT  
Title: Senior Director Legal Trademarks

BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_ 2019, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to sign the foregoing instrument and executed the same of his/her own free will for the purposes and consideration therein expressed.

[SEAL]

\_\_\_\_\_  
Notary or Consular Officer

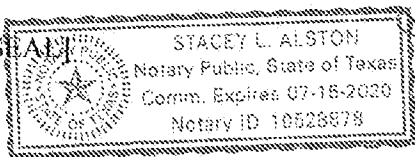
ASSIGNEE:

Lexicon Pharmaceuticals, Inc.

By: *Max Baruch*  
Name: Max Baruch  
Title: V.P. Intellectual Property

BEFORE ME, on this 1st day of Nov 2019, personally appeared Max BARUCH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to sign the foregoing instrument and executed the same of his/her own free will for the purposes and consideration therein expressed.

[SEAL]



*Stacey L. Alston*  
\_\_\_\_\_  
Notary or Consular Officer

**Exhibit A**

<b>Mark Name</b>	<b>Country/ Jurisdiction Name</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
ZYNQUISTA	Afghanistan	3/28/2018	10900		
ZYNQUISTA	African Intellectual Property Organization	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Albania	3/19/2018	1403991		
ZYNQUISTA	Algeria	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Andorra	3/21/2018	32713	3/21/2018	38368
ZYNQUISTA	Angola	3/23/2018	55.420		
ZYNQUISTA	Anguilla	4/11/2018	6132		
ZYNQUISTA	Antigua and Barbuda	3/19/2018	1403991		
ZYNQUISTA	Argentina	3/22/2018	3.694.314		
ZYNQUISTA	Armenia	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Aruba	3/21/2018	IM-180321.43	6/22/2018	34671
ZYNQUISTA	Australia	3/19/2018	1403991		
ZYNQUISTA	Azerbaijan	3/19/2018	1403991		
ZYNQUISTA	Bahamas	4/4/2018	-		
ZYNQUISTA	Bahrain	3/19/2018	1403991		
ZYNQUISTA	Bangladesh	3/21/2018	221331		
ZYNQUISTA	Barbados	3/26/2018	-		
ZYNQUISTA	Belarus	3/19/2018	1403991		

ZYNQUISTA	Belize	4/13/2018	14521.18		
ZYNQUISTA	Bermuda	3/27/2018	56856		
ZYNQUISTA	BES Islands	3/19/2018	1403991		
ZYNQUISTA	Bolivia	3/21/2018	SM-001308-2018		
ZYNQUISTA	Bosnia - Herzegovina	3/19/2018	1403991		
ZYNQUISTA	Brazil	3/28/2018	914412884		
ZYNQUISTA	Brunei Darussalam	3/19/2018	1403991		
ZYNQUISTA	Burundi	3/26/2018	756/154	3/26/2018	8640/BI
ZYNQUISTA	Cambodia	3/19/2018	1403991		
ZYNQUISTA	Canada	3/20/2018	1889184		
ZYNQUISTA	Chile	3/21/2018	1283222	9/20/2018	1282479
ZYNQUISTA	China	3/19/2018	1403991		
ZYNQUISTA	Colombia	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Costa Rica	4/3/2018	2018-004361	10/11/2018	274566
ZYNQUISTA	Cuba	3/19/2018	1403991		
ZYNQUISTA	Curacao	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Dominican Republic	3/20/2018	2018-11623	6/15/2018	249749
ZYNQUISTA	Ecuador	3/21/2018	IEPI-2018-22365		
ZYNQUISTA	Egypt	3/19/2018	1403991		
ZYNQUISTA	El Salvador	3/21/2018	20180266489	9/7/2018	91
ZYNQUISTA	EU IPO	9/27/2017	17255357	2/16/2018	17255357

ZYNQUISTA	France	8/11/2017	4382580	8/11/2017	4382580
ZYNQUISTA	Gambia	3/19/2018	1403991		
ZYNQUISTA	Gaza Strip	3/29/2018	23797	4/10/2019	23797
ZYNQUISTA	Georgia	3/19/2018	1403991		
ZYNQUISTA	Ghana	3/19/2018	1403991		
ZYNQUISTA	Grenada	4/13/2018	67/2018	9/10/2018	1830
ZYNQUISTA	Guatemala	3/23/2018	2018-02693	1/28/2019	239637
ZYNQUISTA	Haiti				
ZYNQUISTA	Honduras	3/22/2018	13641-18	1/22/2019	149050
ZYNQUISTA	Hong Kong	3/21/2018	304468320	3/21/2018	304468320
ZYNQUISTA	Iceland	3/19/2018	1403991		
ZYNQUISTA	India	3/19/2018	1403991		
ZYNQUISTA	Indonesia	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Iran	3/19/2018	1403991		
ZYNQUISTA	Iraq	7/10/2018	76912		
ZYNQUISTA	Israel	3/19/2018	1403991		
ZYNQUISTA	Jamaica	3/20/2018	74633	3/20/2018	74633
ZYNQUISTA	Jordan	3/25/2018	159224		
ZYNQUISTA	Kazakhstan	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Kenya	3/19/2018	1403991		
ZYNQUISTA	Korea - North	3/19/2018	1403991		

*Handwritten initials/signature*



ZYNQUISTA	Korea - South	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Kosovo	4/4/2018	KS/M/2018/427	2/27/2019	24500
ZYNQUISTA	Kuwait	3/22/2018	2018/002465	3/31/2019	193716
ZYNQUISTA	Kyrgyzstan	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Laos	3/19/2018	1403991		
ZYNQUISTA	Lebanon	3/29/2018	184432	3/29/2018	184432
ZYNQUISTA	Liechtenstein	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Macao	3/27/2018	136040	12/11/2018	N/136040
ZYNQUISTA	Macedonia	3/19/2018	1403991		
ZYNQUISTA	Madagascar	3/19/2018	1403991		
ZYNQUISTA	Malaysia	3/21/2018	2018003238	3/21/2018	2018003238
ZYNQUISTA	Maldives				
ZYNQUISTA	Mauritius	3/22/2018	MU/M/2018/26866	3/22/2018	24716/2018
ZYNQUISTA	Mexico	3/19/2018	1403991		
ZYNQUISTA	Moldova	3/19/2018	1403991		
ZYNQUISTA	Monaco	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Mongolia	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Montenegro	3/19/2018	1403991		
ZYNQUISTA	Morocco	3/19/2018	1403991		
ZYNQUISTA	Mozambique	3/19/2018	1403991		
ZYNQUISTA	Myanmar	4/11/2018	4169/2018	4/27/2018	IV/4169/2018

ZYNQUISTA	New Zealand	3/19/2018	1403991		
ZYNQUISTA	Nicaragua	3/20/2018	2018-001148		
ZYNQUISTA	Nigeria	3/23/2018	F/TM/O/2018/127553		
ZYNQUISTA	Norway	3/19/2018	1403991		
ZYNQUISTA	Oman	3/19/2018	1403991		
ZYNQUISTA	Pakistan	3/21/2018	490100		
ZYNQUISTA	Panama	3/21/2018	264865	11/15/2018	264865 01
ZYNQUISTA	Paraguay	3/20/2018	1818921	4/16/2019	481004
ZYNQUISTA	Peru	3/20/2018	742723	5/11/2018	264500
ZYNQUISTA	Philippines	3/19/2018	1403991		
ZYNQUISTA	Puerto Rico	3/19/2018	225552-05-0		
ZYNQUISTA	Qatar	3/20/2018	121596		
ZYNQUISTA	Russia	3/19/2018	1403991		
ZYNQUISTA	San Marino	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Saudi Arabia	3/26/2018	139815	6/5/2018	1439015514
ZYNQUISTA	Serbia	3/19/2018	1403991		
ZYNQUISTA	Singapore	3/19/2018	1403991		
ZYNQUISTA	Sint Maarten	3/19/2018	1403991		
ZYNQUISTA	South Africa	3/20/2018	2018/07805		
ZYNQUISTA	Sri Lanka	3/22/2018	228328		
ZYNQUISTA	Switzerland	3/19/2018	1403991		

ZYNQUISTA	Syria	3/19/2018	1403991		
ZYNQUISTA	Taiwan	3/20/2018	107016860	9/16/2018	1938163
ZYNQUISTA	Tanganyika (Tanzania Rep.)	3/21/2018	TZ/T/2018/543	8/23/2018	TZ/T/2018/543
ZYNQUISTA	Thailand	3/19/2018	1403991		
ZYNQUISTA	Trinidad and Tobago	3/19/2018		3/19/2018	53850
ZYNQUISTA	Tunisia	3/19/2018	1403991		
ZYNQUISTA	Turkey	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Turkmenistan	3/19/2018	1403991		
ZYNQUISTA	Uganda	4/4/2018	UG/T/2018/061273	2/6/2019	61273
ZYNQUISTA	Ukraine	3/19/2018	1403991		
ZYNQUISTA	United Arab Emirates	3/21/2018	289434	12/26/2018	289434
ZYNQUISTA	United States	9/29/2017	87/628,588	11/6/2018	5.553.403
ZYNQUISTA	Uruguay	3/20/2018	492.970		
ZYNQUISTA	Uzbekistan	3/19/2018	1403991		
ZYNQUISTA	Venezuela	3/23/2018	3981-2018	4/10/2019	P373228
ZYNQUISTA	Vietnam	3/19/2018	1403991		
ZYNQUISTA	West Bank	3/22/2018	33349	3/14/2019	33349
ZYNQUISTA	WIPO	3/19/2018	1403991	3/19/2018	1403991
ZYNQUISTA	Yemen	3/21/2018	83935		
ZYNQUISTA	Zambia	3/19/2018	1403991		

ZYNQUISTA (Cyrillic Characters)	Russia	7/11/2019	2019733794		
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