

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548595

<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>Serial Number:</b>	88307039	MY ZYNQUISTA PATIENT SUPPORT	
<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: 3</b>			
source=MY ZYNQUISTA PATIENT SUPPORT (& design) TM Assignment Agreement#page1.tif			
source=MY ZYNQUISTA PATIENT SUPPORT (& design) TM Assignment Agreement#page2.tif			
source=MY ZYNQUISTA PATIENT SUPPORT (& design) TM Assignment Agreement#page3.tif			

CH \$40.00 88307039

## 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 MY ZYNQUISTA PATIENT SUPPORT & DESIGN and to trademark registrations and applications related thereto (collectively the "Mark"), which include United States Trademark Application No. 88307039 filed February 19, 2019; 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]*

Handwritten signature or initials in the bottom right corner of the page.

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 Mr. Antoine BAILLY, notaire à Paris, certifie matériellement la signature de/of Mlle JOLIE SAINT-HUGOT, épousee sur le présent document, apposed on the present document. Cette certification ne comporte aucune vérification. This certification doesn't contain any verification of the accuracy of facts mentioned dans le présent document. in the present document.

ASSIGNOR:

Sanofi

*Jolie Saint-Hugot*



By: \_\_\_\_\_  
Name: Jolie SAINT-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

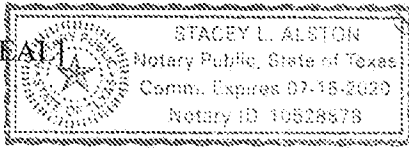
ASSIGNEE:

Lexicon Pharmaceuticals, Inc.

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

BEFORE ME, on this 6th day of Nov 2019, personally appeared MAX BARCHACH 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