

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/01/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sanofi Biotechnology SAS		04/05/2020	Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	Regeneron Pharmaceuticals, Inc.		
Street Address:	777 Old Saw Mill River Road		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4659691	PRALUENT	
Registration Number:	4656405		
Registration Number:	5034424	MYPRALUENT	
CORRESPONDENCE DATA			
Fax Number:	2033276401		
<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:	2033274500 x154		
Email:	trademark@ogrp.com		
Correspondent Name:	Jeffrey J. Scepanski		
Address Line 1:	Ohlandt, Greeley, Ruggiero & Perle, LLP		
Address Line 2:	1 Landmark Square, 10th Floor		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	554.1690UST1(554.0450USG)		
NAME OF SUBMITTER:	Jeffrey J. Scepanski		
SIGNATURE:	/JJS/		
DATE SIGNED:	04/09/2020		
Total Attachments: 6			

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PRALUENT TRADEMARK ASSIGNMENT AGREEMENT

This Praluent Trademark Assignment Agreement (this “**Agreement**”) is made as of April 5, 2020 (the “**Execution Date**”), by and between Sanofi Biotechnology SAS, a société par actions simplifiée organized under the laws of France and having a principal place of business at 54 rue La Boétie, 75008 Paris, France (“**Assignor**”), and Regeneron Pharmaceuticals, Inc., a corporation organized under the laws of New York and having a principal place of business at 777 Old Saw Mill River Road, Tarrytown, New York 10591 (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and together as the “**Parties**.”

WHEREAS, Assignor and Assignee are parties to that certain Praluent Cross License & Commercialization Agreement, dated as of the Execution Date (the “**Praluent Agreement**”); and

WHEREAS, in furtherance of the transactions contemplated by the Praluent Agreement, Assignor wishes to assign the Transferred Product Trademarks to Assignee, and Assignee wishes to accept such assignment, in each case, effective as of April 1, 2020 (the “**Transition Date**”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in the Praluent Agreement, this Agreement and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed thereto in the Praluent Agreement.

2. Effectiveness: This Agreement is entered into as of the Execution Date but shall be effective as of and after the Transition Date.

3. Assignment of Transferred Product Trademarks. Effective as of the Transition Date, Assignor (on behalf of itself and on behalf of its Affiliates) hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s and its Affiliates’ right, title and interest in and to the Transferred Product Trademarks listed on **Schedule A** hereto in the Regeneron Territory (the “**Assigned Trademarks**”), together with all common law and statutory rights therein in the Regeneron Territory, all applications, registrations, renewals and/or extensions thereof in the Regeneron Territory, all rights to bring an action in the Regeneron Territory, whether at law or in equity, for infringement, dilution, misappropriation or other violation of the Assigned Trademarks against any Third Party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation or other violation of the Assigned Trademarks in the Regeneron Territory, and all goodwill of the business associated with and symbolized by the Assigned Trademarks in the Regeneron Territory, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, with the Assigned Trademarks, the “**Assigned Marks and Rights**”).

4. Recordation. Assignor hereby authorizes Assignee to record this assignment with the U.S. Patent and Trademark Office. Assignee shall be solely responsible for

recording this assignment with the U.S. Patent and Trademark Office and all costs and expenses associated therewith.

5. Further Assurances. Upon Assignee's written request, Assignor agrees to take such action as may be necessary to effectuate the transfer of the Assigned Marks and Rights to Assignee as contemplated herein, including duly executing and delivering, or causing to be duly executed and delivered, such further confirmatory assignments and instruments, and doing and causing to be done such further acts and things as may be necessary, or as Assignee may reasonably request, to vest in Assignee all rights, title and interest in and to the Assigned Marks and Rights and to otherwise perfect and fulfill the purposes and intent of this Agreement.

6. Costs and Expenses. All costs and expenses incurred by Assignor in connection with this Agreement and the fulfillment of its obligations hereunder shall be borne by Assignor. All costs and expenses incurred by Assignee in connection with this Agreement and the fulfillment of its obligations hereunder shall be borne by Assignee.

7. No Benefit to Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any Third Party including any creditor of either Party. No Third Party shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability or obligation (or otherwise) against either Party.

8. Amendment. No provision in this Agreement shall be supplemented, deleted or amended except in a writing executed by an authorized representative of each of Assignor and Assignee.

9. Severability. If, under applicable Laws, any provision hereof is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement in any jurisdiction ("**Modified Clause**"), then, it is mutually agreed that this Agreement shall endure and that the Modified Clause shall be enforced in such jurisdiction to the maximum extent permitted under applicable Laws in such jurisdiction, provided, further that the Parties shall consult and use all reasonable efforts to agree upon, and hereby consent to, any valid and enforceable modification of this Agreement as may be necessary to avoid any unjust enrichment of either Party and to match the intent of this Agreement as closely as possible, including the economic benefits and rights contemplated herein.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, 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. Each Party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts of the State of New York, and the United States District Court for the Southern District of New York for any action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Agreement, waives any objections to such jurisdiction and venue and agrees not to commence any action, suit or proceeding relating to this Agreement except in such courts. Each Party further agrees that service of any process, summons, notice or document by registered mail to its address set forth in the Praluent Agreement shall be

effective service of process for any action, suit or proceeding brought against it under this Agreement in any such court.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but that together shall constitute one and the same instrument. This Agreement may be executed by exchange between the Parties of electronically transmitted signatures (via facsimile, PDF format via e-mail or other electronic means) and such signatures shall be deemed to bind each Party as if they were original signatures.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF, Sanofi and Regeneron have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date but made effective only as of the Transition Date.

ASSIGNOR:

SANOFI BIOTECHNOLOGY SAS

By: 

Name: Benedicte Bonny

Title: President

ASSIGNEE:

REGENERON PHARMACEUTICALS, INC.

By: Robert E. Landry
Name: Robert E. Landry
Title: Executive Vice President - Finance & CFO

[Signature Page to Praluent Trademark Assignment Agreement]

Schedule A

Transferred Product Trademarks

Mark Name	Country	Classes	Current Status	Application Date	Application Number	Registration Date	Registration Number	Next Renewal Due Date	Legal Owner
PRALUENT	United States	5	REGISTRATION	24/06/2014	86/318389	23/12/2014	4659691	23/12/2024	SANOPI BIOTECHNOLOGY
ALIROCUMAB (BRD LOGO)	United States	5	REGISTRATION	07/07/2014	86/830,125	16/12/2014	4656405	16/12/2024	SANOPI BIOTECHNOLOGY
MPRALUENT	United States	44	REGISTRATION	02/07/2015	86/681,819	06/09/2016	5,034,424	06/09/2026	SANOPI BIOTECHNOLOGY