

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lonza Ltd.		09/16/2019	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	BacThera AG		
Street Address:	c/o Lonza AG		
Internal Address:	Lonzastrasse		
City:	Visp		
State/Country:	SWITZERLAND		
Postal Code:	3930		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88507516	BACTHERA	
CORRESPONDENCE DATA			
Fax Number:	3123609315		
<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:	3123600080		
Email:	smelby@gbclaw.net		
Correspondent Name:	Greer, Burns & Crain, Ltd.		
Address Line 1:	300 South Wacker Drive		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60606		
DOMESTIC REPRESENTATIVE			
Name:	Greer, Burns & Crain, Ltd.		
Address Line 1:	300 South Wacker Drive		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Lawrence J. Crain		
SIGNATURE:	/Lawrence J. Crain/		

OP \$40.00 88507516

DATE SIGNED:	06/05/2020
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Total Attachments: 9

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Trademark Assignment

Between

Lonza Ltd.

Lonzastrasse
3930 Visp
Switzerland

(hereinafter referred to as Assignor)

and

BacThera

c/o Lonza AG
Lonzastrasse
3930 Visp
Switzerland

(hereinafter referred to as Assignee)

(Assignor and Assignee each a "Party" and together the "Parties")

ARTICLE 1 - BACKGROUND

- 1.1 Assignor is the applicant for the trademark applications listed in **Schedule A** ("Trademarks") together with the goodwill of the business connected with and symbolized by the Trademarks.
- 1.2 Assignor is willing to assign all its right, title and interest in the Trademarks to Assignee and Assignee is willing to having the Trademarks assigned subject to the provisions of this Assignment.

ARTICLE 2 - ASSIGNMENT

- 2.1 In consideration of payment of one EURO (EUR 1), Assignor hereby assigns all right, title and interest in the Trademarks worldwide together with the goodwill of the business connected with and symbolized by the Trademarks, including the right to renew any registrations, the right to apply for trademark registrations based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks, to the Assignee with full title guarantee.
- 2.2 The assignments effected by this clause 2 shall include all rights of action, powers and benefits arising from ownership of the Trademarks, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this assignment.

2.3 Assignor covenants that, at the cost and request of Assignee at any time and from time to time it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.

ARTICLE 3 – AUTHORIZATION

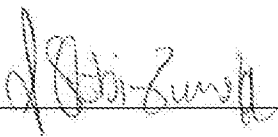
3.1 Assignor hereby authorizes and requests the Trademark Offices in any jurisdiction to record the transfer of the registrations and/or applications of the Trademarks to Assignee by registering Assignee as the registered proprietor of the Trademarks. Assignee acknowledges that, Assignor is not responsible for, and Assignee releases Assignor from, any and all costs for the filing, prosecution, maintenance, enforcement and defense of the Trademarks.

ARTICLE 4 – SIGNATURES

4.1 Each person signing below and each Party on whose behalf such person executes this Agreement warrants that he or it, as the case may be, has the authority to enter into this Agreement and perform the obligations herein.

For Lonza Ltd.:

Date:



Signature

Name
Designation **Alexandra Stöbl-Zumsteg**
Legal Counsel



Daniel Blättler
General Counsel, Corporate,
Finance & Transactions

For BacThera AG

Date:

Signature

Name
Designation

Enclosure: Schedule A

2.3 Assignor covenants that, at the cost and request of Assignee at any time and from time to time it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.

ARTICLE 3 – AUTHORIZATION

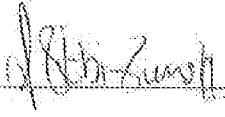
3.1 Assignor hereby authorizes and requests the Trademark Offices in any jurisdiction to record the transfer of the registrations and/or applications of the Trademarks to Assignee by registering Assignee as the registered proprietor of the Trademarks. Assignee acknowledges that, Assignor is not responsible for, and Assignee releases Assignor from, any and all costs for the filing, prosecution, maintenance, enforcement and defense of the Trademarks.

ARTICLE 4 – SIGNATURES

4.1 Each person signing below and each Party on whose behalf such person executes this Agreement warrants that he or it, as the case may be, has the authority to enter into this Agreement and perform the obligations herein.

For Lonza Ltd.:

Date: **16 September 2019**

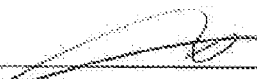


Signature

Name **Alexandra Stöbl-Zumsteg**
Designation **Legal Counsel**

For BacThera AG

Date: **16 September 2019**



Signature
Name **EITAN ABRAHAM**
Designation **DIRECTOR**



Signature
Name **Alexandra Stöbl-Zumsteg**
Designation **Legal Counsel**

Enclosure: Schedule A

Mark	Country	Status	Application Number	Application Date	Trademark Goods/Services
BACTHERA	Australia	PENDING		July 26, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others (42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries
BACTHERA	Brazil	PENDING	917905059	July 10, 2019	(42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries
BACTHERA	Brazil	PENDING	917904958	August 7, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others

BACTHERA	Canada	PENDING	1977495	July 25, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others (42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries
BACTHERA	China	PENDING		July 26, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others (42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries
BACTHERA	European Union	PENDING	018097826	July 22, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others.

					(42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries
BACTHERA	India	PENDING		July 26, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others (42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries
BACTHERA	Japan	PENDING		July 26, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others (42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries

BACTHERA	Korea, Republic of	PENDING		July 26, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others (42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries
BACTHERA	Madrid Protocol	PENDING		July 26, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others (42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries
BACTHERA	New Zealand	PENDING		July 26, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others

					(42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries
BACTHERA	Russian Federation	PENDING		July 26, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others (42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries
BACTHERA	Singapore	PENDING		July 26, 2019	(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others (42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries

BACTHERA	Switzerland	PENDING	093032019	July 10, 2019	<p>(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others.</p> <p>(42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries</p>
BACTHERA	United States	PENDING	88507516	July 10, 2019	<p>(40) Custom manufacture of microbiome-based medicines for biotechnology and pharmaceutical industries to the order and specification of others</p> <p>(42) Product design services for the development, the manufacture, the formulation and the encapsulation of microbiome-based medicines for biotechnology and pharmaceutical industries</p>