

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900581691		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AstraZeneca AB		09/23/2020	Corporation: SWEDEN
RECEIVING PARTY DATA			
Name:	Centus Biotherapeutics Limited		
Street Address:	1 Francis Crick Avenue		
Internal Address:	Cambridge Biomedical Campus		
City:	Cambridge		
State/Country:	UNITED KINGDOM		
Postal Code:	CB2 0AA		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88132059	EQUIDACENT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3028866934		
Email:	trademarks@astrazeneca.com		
Correspondent Name:	Wm. Charles Saunders		
Address Line 1:	1800 Concord Pike		
Address Line 2:	A2C		
Address Line 4:	Wilmington, DELAWARE 19850-5437		
ATTORNEY DOCKET NUMBER:	BMS129/US/5		
NAME OF SUBMITTER:	Wm. Charles Saunders		
SIGNATURE:	/wcs/		
DATE SIGNED:	12/02/2020		
Total Attachments: 7			
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DATED 23 SEPTEMBER 2020

ASTRAZENECA AB
AND
CENTUS BIOTHERAPEUTICS LIMITED

DEED OF ASSIGNMENT OF TRADEMARKS

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION	1
2. ASSIGNMENT	1
3. GOVERNING LAW AND JURISDICTION	1
4. EXECUTION	2
SCHEDULE 1	3

THIS DEED OF ASSIGNMENT is dated 23 September 2020 ("Assignment") and made between:

ASTRAZENECA AB a corporation duly established under the laws of Sweden with registered office at SE-151 85 Södertälje, Sweden ("Assignor"); and

CENTUS BIOTHERAPEUTICS LIMITED a company incorporated in England and Wales whose registered address is at 1 Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge, United Kingdom CB2 0AA ("Assignee").

BACKGROUND:

- (A) Assignor is the legal and beneficial owner of the Trademarks (as defined below) and wishes to transfer all of its right, title, goodwill and interest in the Trademarks on the terms set forth below, and the Assignee wishes to acquire the Trademarks on that basis.

IT IS AGREED that:

1. DEFINITIONS AND INTERPRETATION

- 1.1 "Trademarks" means the registered and pending trademarks listed in the Schedule 1.

2. ASSIGNMENT

- 2.1 Assignor hereby assigns to the Assignee, with limited title guarantee, all of its right, title, goodwill and interest in, to, and under:

2.1.1 the Trademarks;

2.1.2 the absolute entitlement to any Trademarks including any registrations and renewals, and any rights granted pursuant to any of the applications contained in the Trademarks (including the right to file and pursue applications for trade mark rights comprised in the Trademarks);

2.1.3 all rights to claim priority from and in respect of any and all applications and registrations comprised within the Trademarks;

2.1.4 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages and other monies recovered) in respect of any infringement or any other cause of action of or in connection with any of the Trademarks or arising from the ownership of any of the Trademarks, whether occurring before, on or after the date of this Assignment; and

2.1.5 the rights and goodwill, both historical and current, attaching to, associated with or represented by the Trademarks including all rights in passing off, anti-parasitism and unfair competition thereto (but no other goodwill).

- 2.2 The parties agree that the Trademarks shall be assigned on an "as is" basis. All conditions, warranties or other terms, other than the limited title guarantee, which might have effect between the parties or be implied or incorporated into this Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by applicable law. Assignor does not make any representations or warranties with respect to any Trademark.

3. GOVERNING LAW AND JURISDICTION

3.1 Governing law

This Assignment and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature, including claims in tort or for breach of any

statute or law) shall be governed by and construed in accordance with English law.

3.2 Jurisdiction

Each party irrevocably submits to the exclusive jurisdiction of the English courts to settle any dispute which may arise under or in connection with this Assignment or the legal relationships established by this Assignment.

4. EXECUTION

4.1 Any number of counterparts

This Assignment may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

4.2 Each counterpart an original

Each counterpart shall constitute an original of this Assignment, but all the counterparts shall together constitute the one Assignment.

4.3 Electronic counterparts

Delivery of a copy of this Assignment together with an executed signature page of a counterpart in Adobe™ Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this Assignment. If this method is adopted, without prejudice to the validity of this Assignment, each party shall provide the others with a hard copy original of that executed counterpart as soon as reasonably practicable thereafter.

4.4 Delivery Of Deed

The parties do not intend this Assignment to be delivered by, or to become legally binding on, any of them until the date of this Assignment is written at its head, notwithstanding that one or more of them may have executed this Assignment prior to that date being inserted.


SCHEDULE 1

Trademark	Country	Int'l Class	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Owner
EQUIDACCENT	Australia	5	Registered	30-Jul-2009	1312822	30-Nov-2009	1312822	AstraZeneca AB
EQUIDACCENT	Brazil	5	Registered	30-Jul-2009	901829269	15-May-2012	901829269	AstraZeneca AB
EQUIDACCENT	Canada	5	Pending	06-Jun-2019	1967382			AstraZeneca AB
EQUIDACCENT	China	5	Registered	24-Aug-2009	7641734	21-Nov-2010	7641734	AstraZeneca AB
EQUIDACCENT	European Union	5	Registered	30-Jul-2009	8461857	12-Jan-2010	8461857	AstraZeneca AB
EQUIDACCENT	Iceland	5	Registered	30-Jul-2009	2053/2009	01-Oct-2009	660/2009	AstraZeneca AB
EQUIDACCENT	India	5	Registered	30-Jul-2009	1845676	08-Mar-2011	1845676	AstraZeneca AB
EQUIDACCENT	Japan	5	Registered	30-Jul-2009	H11-13501 40-2009-	25-Dec-2009	5290974	AstraZeneca AB
EQUIDACCENT	Korea (South)	5	Registered	30-Jul-2009	36566	04-May-2010	40-822154	AstraZeneca AB
EQUIDACCENT	Mexico	5	Registered	31-Jul-2009	1023960	31-Jul-2009	1120538	AstraZeneca AB
EQUIDACCENT	Norway	5	Registered	30-Jul-2009	200907680	06-Oct-2009	252865	AstraZeneca AB

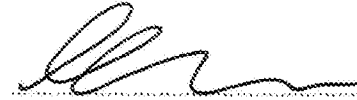
Trademark	Country	Int'l Class	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Owner
EQUIDACENT	Russian Federation	5	Registered	04-Aug-2009	2009/18850	20-Oct-2010	471002	AstraZeneca AB
EQUIDACENT	Switzerland	5	Registered	30-Jul-2009	58401/2009	02-Dec-2009	594236	AstraZeneca AB
EQUIDACENT	Taiwan	5	Registered	06-Jun-2019	108036171	1-Jan-2020	2031564	AstraZeneca AB
EQUIDACENT	Turkey	5	Registered	30-Jul-2009	2009/40860	23-Aug-2010	40860	AstraZeneca AB
EQUIDACENT	United Kingdom	5	Registered	30-Jul-2009	2522586	13-Nov-2009	2522586	AstraZeneca AB
EQUIDACENT	United States	5	Pending	26-Sep-2018	88132059			AstraZeneca AB


IN WITNESS WHEREOF this Assignment has been executed and delivered as a Deed on the date which appears on page 1 of this document.

EXECUTED and delivered)
as a DEED by)
ASTRAZENECA AB)
acting by Peter Storm, Authorized Signatory)
)


.....
Authorised Signatory

EXECUTED and delivered)
as a DEED by)
CENTUS BIOTHERAPEUTICS LIMITED)
acting by Alex Wilkes)
a director, in the presence of:)
)


.....
Director


.....
Daisy Pierra
8 Walton Way
Cambridge CB31AX
Business Co-ordinator

Signature of Witness
Name of Witness
Address of Witness
Occupation of Witness