

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONNECTICUT INNOVATIONS, INCORPORATED		03/31/2021	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	KLEO PHARMACEUTICALS, INC.		
Street Address:	215 Church Street		
City:	NEW HAVEN		
State/Country:	CONNECTICUT		
Postal Code:	06510		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87654649	ARMS	
Serial Number:	87654662	SYAMS	
Serial Number:	87654667	MATES	
Serial Number:	87654672	KLEO PHARMACEUTICALS	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	327576-100		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	03/31/2021		

CH \$115.00 87654649

Total Attachments: 5

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TERMINATION AND RELEASE

THIS TERMINATION AND RELEASE dated as of March 31, 2021 is entered into by and between **KLEO PHARMACEUTICALS, INC.** (the “**Company**”) and **CONNECTICUT INNOVATIONS, INCORPORATED** (“**CII**”).

WITNESSETH

WHEREAS, pursuant to a certain Loan and Warrant Purchase Agreement dated as of May 9, 2019 between the Company and CII (as amended and in effect to date, the “**Loan Agreement**”), CII extended a loan in the aggregate principal amount of \$1,200,000 (the “**Loan**”);

WHEREAS, pursuant to the Loan Agreement, the Company and CII entered into a Security Agreement dated as of May 9, 2019 (as amended and in effect to date, the “**Security Agreement**”);

WHEREAS, pursuant to the Intellectual Property Security Agreement dated as of May 9, 2019 (the “**IP Security Agreement**”) and recorded with the U.S. Patent and Trademark Office on May 10, 2019 at Reel/Frame Nos. 49139/0630 and 6642/0788, pursuant to which Debtor granted to CII a security interest in the Collateral (as defined in the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined in the IP Security Agreement), listed on Schedule A attached hereto;

WHEREAS, pursuant to the Loan Agreement, the Company, CII and WE 150 Munson, LLC (the “**Landlord**”) entered into a Landlord Agreement dated as of May 9, 2019 (the “**Landlord Agreement**”) and together with the Loan Agreement, Security Agreement, IP Security Agreement and the other Loan Documents, the “**Released Documents**”); and

WHEREAS, on or around March 9, 2021, the Company has paid in full all outstanding principal, and accrued interest on the outstanding principal of, the Loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

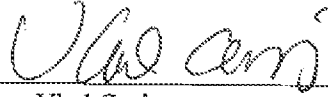
1. Termination and Release. CII hereby terminates, releases, and forever discharges any and all Liens granted pursuant to Released Documents. Furthermore, CII hereby terminates, releases and forever discharges any and all rights that it has under the Landlord Agreement, and forever releases the Company and Landlord from any and all obligations to CII thereunder. The Company or its designees shall be authorized, at its sole cost and expense, to prepare, execute and file all necessary UCC-3 Termination Statements to terminate any UCC-1 Financing Statements on file with appropriate governmental officials and any other Lien releases and similar instruments as are reasonably necessary to effectuate or evidence the release of the Liens as contemplated above; and the Company and its designees are authorized to take, at the Company’s sole cost and expense, all such actions as the Company or its attorneys deem necessary to release any and all such Liens. The Company shall notify CII upon the filing of the UCC-3 Termination Statements and any other such filings, and shall provide CII with accepted copies of the same upon receipt.

2. **Further Assurances.** CII shall promptly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by Company to effect the release of the Liens as contemplated above, including, without limitation, to reflect such release in the public record.

[Signature Page to Termination and Release]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first written above.

KLEO PHARMACEUTICALS, INC.

By: 
Name: Vlad Coric
Title: President

CONNECTICUT INNOVATIONS, INCORPORATED

By: _____
Name: David M. Wurzer
Title: Executive Vice President
and Chief Investment Officer

[Signature Page to Termination and Release]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first written above.

KLEO PHARMACEUTICALS, INC.

By: _____

Name: Vlad Coric

Title: President

CONNECTICUT INNOVATIONS, INCORPORATED

By: *David Wurzer* _____

Name: David M. Wurzer

Title: Executive Vice President
and Chief Investment Officer

Schedule A

Technology and Intellectual Property

All of Debtor's right, title and interest in and to its Technology and Intellectual Property. "Technology and Intellectual Property" shall mean all know-how, show how, technology, inventions, developments, trade secrets, computer programs (including the models, algorithms, source and object code thereto), customer lists, trade names, trade name rights, trademarks and service marks (and the goodwill associated therewith), trademark and service mark rights, trademark and service mark registrations and registration applications, patents, patent rights, patent applications, copyrights, and copyright registrations and registration applications, all licenses in connection with any of the foregoing, all reissues, divisions, continuations, extensions, renewals and continuations-in-part of any of the foregoing, and all rights in connection therewith including all claims against third parties for past, present or future infringement of any of the foregoing; all licenses, permits, and agreements of any kind or nature pursuant to which Debtor possesses, uses or has authority to possess or use intangible property of others, or others possess, use or have authority to possess or use intangible property of Debtor; and all recorded data of any kind or nature regardless of the medium of recording, including without limitation all software, code, writings, plans, specifications and schematics, whether now owned or hereafter acquired or arising, including but not limited to the following patents, copyrights and trademarks:

Trademarks

Mark	Application Number
ARMs	87654649
SYAMs	87654662
MATEs	87654667
Kleo Pharmaceuticals	87654672

Patents

Patent	Brief Description	Patent Type	Application Number	Filing Date	Patent Issue Date	Patent Number
Universal ABT Compounds and Uses Thereof		PCT Application	PCT/US18/43964	26 July 2018		
CD16a Binding Small Molecules and Uses		PCT Application	PCT/US19/12703	08 Jan 2019		

Patent	Brief Description	Patent Type	Application Number	Filing Date	Patent Issue Date	Patent Number
Thereof						
CD3-Interacting Agents, Compositions and Methods Thereof		Provisional Application	62/695478	12 July 2018		
Combination Therapy of ARMs and Natural Killer cells		Provisional Application	62/783036	20 Dec 2018		

Domain Names

Domain Name	Expires	Purpose
https://www.kleopharmaceuticals.com		Company's website

Copyrights

Copyright	Reg No.	Description