# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM651242

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Agios Pharmaceuticals, Inc.		03/31/2021	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	SERVIER PHARMACEUTICALS, LLC
Street Address:	200 Pier Four Boulevard, 7th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	5587520	TIBSOVO
Registration Number:	5587521	TIBSOVO
Registration Number:	5587519	TIBSOVO IVOSIDENIB TABLETS
Registration Number:	5587522	TIBSOVO IVOSIDENIB TABLETS
Registration Number:	5444093	TIBSOVO

### **CORRESPONDENCE DATA**

Fax Number: 9198618913

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.

Phone: 9198618903

Email: mtepper@teiplaw.com **Correspondent Name:** Maury M. Tepper, III Address Line 1: 3724 BENSON DR

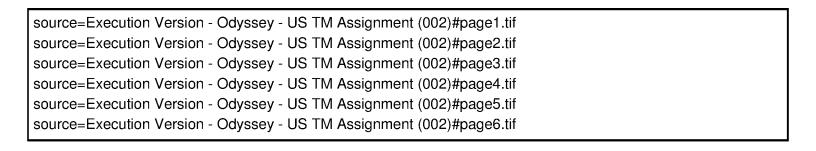
Address Line 4: RALEIGH, NORTH CAROLINA 27609

ATTORNEY DOCKET NUMBER:	Servier Assignment
NAME OF SUBMITTER:	Maury M. Tepper, III
SIGNATURE:	/Maury M. Tepper, III/
DATE SIGNED:	06/02/2021

**Total Attachments: 6** 

**TRADEMARK** REEL: 007313 FRAME: 0792

900621036



**Execution Version** 

**US TRADEMARK ASSIGNMENT AGREEMENT** 

This US TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of

March 31, 2021 (the "Effective Date"), by and between Agios Pharmaceuticals, Inc., a corporation having

a place of business at 88 Sidney Street, Cambridge, Massachusetts 02139 (the "Assignor") and Servier

Pharmaceuticals, LLC, a company having a place of business at 200 Pier Four Boulevard, 7th Floor,

Boston, Massachusetts 02110 (the "Assignee").

WHEREAS, the Assignor is the owner of the trademark registration(s) and application(s) identified

in the attached Schedule A (the "Trademarks") and the Assignee is desirous of acquiring the Trademarks;

WHEREAS, Assignee, Assignor and, solely for purposes of Section 11.15 of the Purchase

Agreement, Servier S.A.S., a French societe par actions simplifee, have entered into the Purchase and

Sale Agreement, dated as of December 20, 2020 (as it may from time to time be amended or modified in

accordance with its terms, the "Purchase Agreement") (capitalized terms used herein but not otherwise

defined shall have the meanings assigned to them in the Purchase Agreement);

WHEREAS, in connection with the Purchase Agreement, Assignor wishes to sell, assign, transfer

and convey to the Designated Purchasers, and to cause the other Seller Entities to sell, assign, transfer

and convey to the Designated Purchasers, and the Designated Purchasers wish to purchase, acquire and

accept from Assignor and the other Seller Entities, all right, title and interest of Assignor and the other Seller

Entities in the Trademarks; and

WHEREAS, Assignee is a Purchaser and the parties to the Purchase Agreement have agreed to

transfer the Trademarks for good and valuable consideration as set forth in the Purchase Agreement and

subject to the terms and conditions therein.

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for good

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby assigns and transfers to Assignee, and Assignee hereby acquires and accepts

from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including any goodwill

therewith. The Trademarks shall be held and enjoyed by Assignee, its successors and assigns as fully and

entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and

Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to

record and register this Assignment.

Assignor agrees that it will do, execute, and deliver, or will cause to be done, executed, and

delivered, at Assignee's sole cost and expense, all such further acts or documentation as Assignee may

reasonably request and that are required to complete the assignment of Assignor's right, title, and interest

in and to the Trademarks.

This Assignment shall be construed in accordance with the laws of the State of Delaware, without

regard to any principles of conflict of laws. Nothing in this Assignment, express or implied, is intended to

or shall be construed to modify, expand or limit in any way the provisions of the Purchase Agreement. In

the event of any conflict, ambiguity or inconsistency between any provision of this Assignment and any

provision of the Purchase Agreement, the applicable provision of the Purchase Agreement shall be

deemed to be controlling.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to

be an original and all of which together shall constitute one and the same agreement.

	authorized officer, has executed this assignment in
Carbon MA USA	as of this <u>29</u> 1 day of <u>March</u> , 2021,
ON BEHALF OF AGIOS PHARMACEUTICALS, II	NC.
ву: <u>ДЗ</u>	
Printed Name: James Burns Title: Senior Vice President, General Counsel	
ACKNOW	<u>/LEDGEMENT</u>
Commonwealth of Massachusetts	
County of Middlesex	
	ne or proved to me on the basis of satisfactory iment on behalf of the corporation named herein, and
Signature: <u>Dair M. Rindan</u> Signature of Notary Public	Disne M. Riorden Notsry Public COMMUNICATION OF MASSACHUSETTS My Commission Expires January 8, 2023

IN WITNESS WHEREOF, Assignee, by its duly	authorized of	icer, has exe	cuted this ass	ignment in
Boston, MA, USA	as of this 31s	t_day.of	March	, 2021.
ON BEHALF OF SERVIER PHARMACEUTICALS	, LLC			
By: 2 - 1 - 2				
Printed Name: David Lec				

[Signature Page to US Trademark Assignment Agreement]

# Schedule A

See attached.

Page 1 of 1

**RECORDED: 06/02/2021** 

Pending	Anti-cancer preparations, pharmaceutical products for the prevention and treatment of cancer, biological preparations for the treatment of cancer	Л			90524701	Feb-11-2021	DESIGN (Launch) Color
Pending	Anti-cancer preparations, pharmaceutical products for the prevention and treatment of cancer, biological preparations for the treatment of cancer	7			90524684	Feb-11-2021	DESIGN (Launch) B&W
Registered	Anti-cancer preparations, pharmaceutical products for the prevention and treatment of cancer, biological preparations for the treatment of cancer	5	5587522	Oct-16-2018	87556046	Aug-4-2017	TIBSOVO Ivosidenib Tablets & Design B&W ***********************************
Registered	Anti-cancer preparations, pharmaceutical products for the prevention and treatment of cancer, biological preparations for the treatment of cancer	5	5587519	Oct-16-2018	87555989	Aug-4-2017	TIBSOVO Ivosidenib Tablets & Design Color
Registered	Anti-cancer preparations, pharmaceutical products for the prevention and treatment of cancer, biological preparations for the treatment of cancer	5	5587521	Oct-16-2018	87556035	Aug-4-2017	TIBSOVO & Design B&W
Registered	Anti-cancer preparations, pharmaceutical products for the prevention and treatment of cancer, biological preparations for the treatment of cancer	5	5587520	Oct-16-2018	87556017	Aug-4-2017	TIBSOVO & Design (Color)
Allowed to Lapse	Anti-cancer preparations, pharmaceutical products for the prevention and treatment of cancer, biological preparations for the treatment of cancer	5			87556012	Aug-4-2017	DESIGN (Launch) B&W
Allowed to Lapse	Anti-cancer preparations, pharmaceutical products for the prevention and treatment of cancer, biological preparations for the treatment of cancer	5			87556001	Aug-4-2017	DESIGN (Launch) Color
Registered	Anti-cancer preparations, pharmaceutical products for the prevention and treatment of cancer, biological preparations for the treatment of cancer	И	5444093	Apr-10-2018	87122179	Jul-31-2016	TIBSOVO
STATUS	GOODS/SERVICES	INT. CL.	REG. NO	REG. DATE	APP. NO	APP. DATE	TRADEMARK