

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eisai R&D Management Co., Ltd.		07/02/2021	Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	Woodward Pharma Services LLC		
Street Address:	47220 Cartier Drive, Suite A		
City:	Wixom		
State/Country:	MICHIGAN		
Postal Code:	48393		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2338914	ACIPHEX	
Registration Number:	2980608	ACIPHEX	
CORRESPONDENCE DATA			
Fax Number:	6167522500		
<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:	6167522479		
Email:	skeller@wnj.com		
Correspondent Name:	R. Scott Keller Warner Norcross + Judd		
Address Line 1:	150 Ottawa Avenue NW, Suite 1500		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
NAME OF SUBMITTER:	R. Scott Keller		
SIGNATURE:	/rsk/		
DATE SIGNED:	07/02/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is made as of this 2nd day of July, 2021, by and between Eisai R&D Management Co., Ltd., a Japanese company (“**Seller**”), and Woodward Pharma Services LLC, a Michigan limited liability company (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is the owner of the trademarks and of the U.S. trademark registrations therefor in the Territory set forth on Schedule A attached hereto and made part hereof (collectively, the “**Purchased Trademarks**”);

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of July 2, 2021 (the “**Asset Purchase Agreement**”), by and between Eisai Co., Ltd. (“**ECL**”) and Buyer; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Buyer has agreed to acquire from Seller, and Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, all of Seller’s rights, title and interests in the Territory in and to the Purchased Trademarks, together with all goodwill of the business associated with and symbolized by the Purchased Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and the Asset Purchase 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. Defined Terms.** Unless otherwise specifically provided herein, capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
- 2. Conveyance and Acceptance of Purchased Trademarks.** Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, all of its rights, title and interest in and to the Purchased Trademarks in the Territory listed on Schedule A, including, in each case from and after the Closing, all rights to any proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademarks in the Territory, all rights to bring an action in the future, whether at law or in equity, in the Territory for infringement, misappropriation or other violations of the Purchased Trademarks against any third party, all rights to recover damages, profits and injunctive relief for any infringement, misappropriation or other violation of the Purchased Trademarks, and all goodwill of the business associated with and symbolized by the Purchased Trademarks.
- 3. Recordation.** Seller hereby authorizes Buyer to record this Trademark Assignment with the U.S. Patent and Trademark Office, with Buyer bearing all costs and expenses relating thereto.

4. **Asset Purchase Agreement Controls.** Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Buyer or ECL set forth in the Asset Purchase Agreement. This Trademark Assignment is subject to, and governed entirely in accordance with, the terms and conditions of the Asset Purchase Agreement.
5. **Further Assurances.** Upon Buyer's reasonable request, and at Buyer's cost and expense, Seller shall execute and deliver to Buyer such further instruments, and shall take such further action, as may be reasonably required or necessary to carry out and fulfill the purposes and intent of this Trademark Assignment.
6. **Governing Law.** This Trademark Assignment, the negotiation, execution or performance of this Trademark Assignment and any Disputes that may be based upon, arise out of or relate hereto (whether for breach of contract, tortious conduct or otherwise), will be governed by, and enforced and construed in accordance with, the Law of the State of Delaware, including its statutes of limitations, without regard to the conflict of Laws rules of such state that would result in the application of the Laws of another jurisdiction.
7. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

EISAI R&D MANAGEMENT CO., LTD.

By: DocuSigned by: Kenta Takahashi _____
PC8384D957B6403
Name: Kenta Takahashi
Title: Chief Executive Officer

WOODWARD PHARMA SERVICES LLC

By: _____
Name: David Risk
Title: Authorized Signatory


{Signature Page to Trademark Assignment Agreement}

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

EISAI R&D MANAGEMENT CO., LTD.

By: _____
Name:
Title:


WOODWARD PHARMA SERVICES LLC

By:  _____
Name: David Risk
Title: Authorized Signatory

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

PURCHASED TRADEMARKS

Country	Trademark	Appl. Date Reg. Date	Appl. No. Reg. No.
USA	ACIPHEX	12/27/1995 04/04/2000	75/037680 2338914
USA		03/25/2004 08/02/2005	76/583,068 2,980,608