

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hoffmann-La Roche Inc.		08/02/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	pharma& Schweiz GmbH		
Street Address:	Poststrasse 30		
City:	Zug		
State/Country:	SWITZERLAND		
Postal Code:	6300		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2987744	PEGASSIST	
Registration Number:	2819863	PEGASSIST	
Registration Number:	2355796	PEGASYS	
CORRESPONDENCE DATA			
Fax Number:	2158325360		
<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:	215-569-5360		
Email:	mhomyk@blankrome.com		
Correspondent Name:	Matthew A. Homyk		
Address Line 1:	One Logan Square		
Address Line 2:	Blank Rome LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	161968-00102		
DOMESTIC REPRESENTATIVE			
Name:	Matthew A. Homyk		
Address Line 1:	One Logan Square		
Address Line 2:	Blank Rome LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$90.00 2987744

NAME OF SUBMITTER:	Matthew A. Homyk
SIGNATURE:	/matthew homyk/
DATE SIGNED:	08/09/2021
Total Attachments: 3 source=DEED OF ASSIGNMENT US signed#page1.tif source=DEED OF ASSIGNMENT US signed#page2.tif source=DEED OF ASSIGNMENT US signed#page3.tif	

THIS DEED OF ASSIGNMENT is dated August 2, 2021 and made between:

- (1) **Hoffmann-La Roche Inc.**, a company incorporated New Jersey (United States), with offices at **8th Floor Suite 8, 150 Clove Road, Little Falls** (the "Assignor"); and
- (2) **pharma& Schweiz GmbH**, a company incorporated in Switzerland, with offices at **Poststrasse 30 Zug, Switzerland** (the "Assignee"),

RECITALS:

- (A) The Assignor and the Assignee entered into an asset purchase agreement on December 11, 2020 (the "APA").
- (B) Pursuant to and for the consideration set out in the APA, the Assignor has agreed to transfer the Trademarks to the Assignee and the Assignee has agreed to accept such transfer, on the terms and subject to the conditions set forth in this Deed of Assignment.

AGREED TERMS:

1. DEFINITIONS

- 1.1 In this Deed of Assignment, the following words and expressions shall have the following meanings:

"Effective Date" means the date of this Deed of Assignment.

"Transferred Trademarks" means the registered trademarks listed in schedules 1 and 2.

- 1.2 Schedules form part of this Deed of Assignment and shall have effect if set out in full in the body of this Deed of Assignment. Any reference to this Deed of Assignment includes the Schedules and references to the Schedules are to the Schedules of this Deed of Assignment.

2. ASSIGNMENT OF TRANSFERRED TRADE MARKS

- 2.1 The Assignor hereby assigns to the Assignee all right, title and interest in, to, and under the Transferred Trademarks, together with all goodwill associated with the use of the Transferred Trademarks.
- 2.2 This Assignment includes all rights and benefits relating to the Transferred Trademarks, including any right the Assignor may have to bring action and claim relief in respect of any infringement of the Transferred Trademarks, whether occurring before, on, or after the date of this Deed of Assignment.

3. RECORDAL AND FURTHER ASSURANCE

- 3.1 The Assignee shall be responsible for recording the assignment of the Transferred Trademarks.
- 3.2 The Assignor undertakes to execute such forms as required by the applicable authorities to consummate the assignment and to record the Assignee as new rights holder of the Trademarks. The Assignor will arrange for the files relating to the Trademarks to be handed over to Assignee without undue delay after the Closing as defined in the APA. For avoidance of doubts, the files to be handed over to the Assignee are electronic as well as paper files, namely registration and renewal certificates.
- 3.3 The Assignor represents and warrants that it is the legal and beneficial owner of and owns all the rights and interests in the Trademarks.
- 3.4 The Assignor shall use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed of Assignment.

4. WAIVER

- 4.1 No failure or delay by a party to exercise any right or remedy provided under this Deed of Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

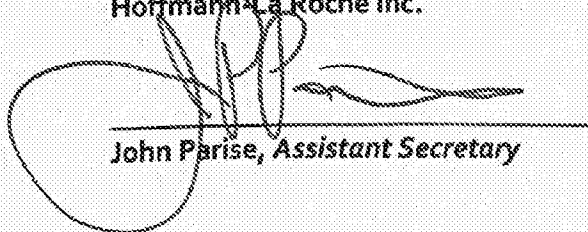
5. GOVERNING LAW AND JURISDICTION

- 5.1 This Deed of Assignment and any issues, disputes or claims arising out of or in connection with it shall be governed by and construed in accordance with Swiss law.
- 5.2 Each Party irrevocably submits to the non-exclusive jurisdiction of the Swiss courts to settle any dispute which may arise under or in connection with this Deed of Assignment.

EXECUTION

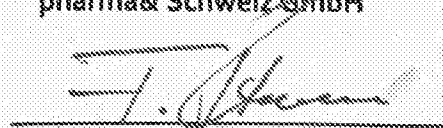
IN WITNESS THEREOF, the Assignor and the Assignee have caused this Deed of Assignment to be duly executed as of the Effective Date.

Hoffmann-La Roche Inc.



John Parise, Assistant Secretary

pharma& Schweiz GmbH



F. Rotmann, President

SCHEDULE 1

TRADEMARK	COUNTRY	CLASS	Appl. date	Application N.	Registration date	Reg. N.	Owner
PEGASYS	United States - (US)	05	02.12.97	75/398703	06.06.00	2355796	Hoffmann-La Roche Inc.
PEGASSIST	United States - (US)	44	24.05.02	76/412726	23.08.05	2987744	Hoffmann-La Roche Inc.
PEGASSIST	United States - (US)	44	20.02.03	78/216760	02.03.04	2819863	Hoffmann-La Roche Inc.