

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mutual Pharmaceutical Company, Inc.		06/03/2016	Corporation: DELAWARE
Dungan Mutual Associates, LLC		06/03/2016	Limited Liability Company: PENNSYLVANIA
URL Pharmpro, LLC		06/03/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Frontida BioPharm, Inc.		
Street Address:	1100 Orthodox Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19124		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2784491	URL MUTUAL	
Registration Number:	2650517	PHARMPRO	
Registration Number:	4556129	URL PHARMPRO	
CORRESPONDENCE DATA			
Fax Number:	3018960607		
<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:	2403304520		
Email:	uspto.filings@bw-iplaw.com		
Correspondent Name:	Joseph W. Berenato, III		
Address Line 1:	6550 Rock Spring Drive, Suite 240		
Address Line 4:	Bethesda, MARYLAND 20817		
NAME OF SUBMITTER:	Joseph W. Berenato, III		
SIGNATURE:	/jwb/		
DATE SIGNED:	10/07/2021		

OP \$90.00 2784491

Total Attachments: 7

source=Mutual and Url Pharma to Frontida#page1.tif

source=Mutual and Url Pharma to Frontida#page2.tif

source=Mutual and Url Pharma to Frontida#page3.tif

source=Mutual and Url Pharma to Frontida#page4.tif

source=Mutual and Url Pharma to Frontida#page5.tif

source=Mutual and Url Pharma to Frontida#page6.tif

source=Mutual and Url Pharma to Frontida#page7.tif

COPYRIGHT AND TRADEMARK ASSIGNMENT AGREEMENT

This **Copyright and Trademark Assignment Agreement** (this "Assignment") is made as of June 3, 2016 ("Effective Date") by Mutual Pharmaceutical Company, Inc. ("Mutual"), Dungan Mutual Associates, LLC ("Dungan"), URL PharmPro, LLC ("URL", each URL, Mutual and Dungan is referred individually as an "Assignor" and, together as the "Assignors") on the one hand and Frontida Biopharm, Inc., ("Assignee") on the other hand. Capitalized terms used but not otherwise defined herein shall have the definition assigned in the APA (defined below).

RECITALS

WHEREAS, Assignors and Assignee are Parties to that certain Asset Purchase Agreement dated as of March 28, 2016 (as the same may be amended, restated, supplemented or modified from time to time "APA"); and

WHEREAS, under the terms of the APA, Assignors have conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignors, and have agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, the European Union Intellectual Property Office, and the corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Assignment. Assignors hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignors' right, title and interest in and to the following (the "Assigned IP"):
 - (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill relating to the use of the Trademarks; and
 - (b) the copyright registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Copyrights"); and
 - (c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Further Documents. At the expense of Assignee, Assignors will (i) execute such additional documents as are necessary to defend, register, or otherwise give full effect to and perfect the rights of Assignee to the Assigned IP; and (ii) take such further actions as

Assignee may reasonably request in order to register and record this Assignment at the appropriate registries to demonstrate Assignee's title to the Assigned IP.

3. Warranties. Assignors represent and warrant that: (a) they have full right to assign their entire interest in and to the Assigned IP, duly authorized by all necessary and appropriate corporate action to execute this Assignment on their behalf; (b) they have taken all necessary and appropriate steps to protect, preserve, and maintain their interest and proprietary rights in the Assigned IP.
4. Successors and Assigns. Assignors acknowledge that this Assignment is binding on Assignors, its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.
5. APA Controls. Notwithstanding any other provisions of this 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 and any of the obligations of Assignors or Assignee set forth in the APA, nor shall this Assignment expand or enlarge any remedies under the APA, including without limitation any limits on indemnification specified therein. This Assignment is subject to and governed entirely in accordance with the terms and conditions of the APA.
6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York and the state and federal courts located in New York, New York, without reference to its conflicts of laws principles that would refer the interpretation or construction of, or resolution of any dispute under, this Assignment to the substantive laws of another jurisdiction.
7. Severability. Should any term or provision of this Assignment be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Assignment. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.
8. Counterparts; Facsimile Signature. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or pdf signature to this Assignment shall be effective as an original signature.

IN WITNESS WHEREOF, each of the Assignors and Assignee has caused its duly authorized officers to execute this Copyright and Trademark Assignment Agreement as of the Effective Date.

ASSIGNORS:

MUTUAL PHARMACEUTICAL COMPANY,
INC.

By: Sunil Mehta
Name: Sunil Mehta
Title: Vice President -- Manufacturing

DUNGAN MUTUAL ASSOCIATES, LLC

By: Sunil Mehta
Name: Sunil Mehta
Title: Designated Agent

URL PHARMPRO, LLC

By: Sunil Mehta
Name: Sunil Mehta
Title: Designated Agent

ASSIGNEE:

FRONTIDA BIOPHARM INC.

By: _____
Name: _____
Title: _____

[Signature Page to Copyright and Trademark Assignment Agreement]

IN WITNESS WHEREOF, each of the Assignors and Assignee has caused its duly authorized officers to execute this Copyright and Trademark Assignment Agreement as of the Effective Date.

ASSIGNORS:

MUTUAL PHARMACEUTICAL COMPANY,
INC.

By: _____
Name: Sunil Mehta
Title: Vice President-Manufacturing

DUNGAN MUTUAL ASSOCIATES, LLC

By: _____
Name: Sunil Mehta
Title: Designated Agent

URL PHARMPRO, LLC

By: _____
Name: Sunil Mehta
Title: Designated Agent

ASSIGNEE:

FRONTIDA BIOPHARM INC
By: _____
Name: Ron Connolly
Title: Chief Operating Officer

[Signature Page to Copyright and Trademark Assignment Agreement]

Schedule 1
Trademarks

Case Number	Country	Trademark	Application Status	Owner Name	App Number	Fil Date	Reg Number	Iss Date	Exp Date	Pub Date
MTM-001	USA	AR SCIENTIFIC	Granted	AR Scientific, Inc. ¹	77/982,215	23-Apr-2009	4,013,315	16-Aug-2011	16-Aug-2021	27-Apr-2010
MTM-002	USA	MP (Words and B & W Design)	Granted	Mutual Pharmaceutical Company, Inc.	85/138,790	27-Sep-2010	4,078,469	03-Jan-2012	03-Jan-2022	18-Oct-2011
MTM-003	USA	SMARTER SCIENCE. SAFER MEDICINES.	Granted	Mutual Pharmaceutical Company, Inc.	77/700,666	27-Mar-2009	4,234,320	30-Oct-2012	30-Oct-2022	13-Apr-2010
MTM-004	USA	UNITED RESEARCH LABORATORIES	Granted	Mutual Pharmaceutical Company, Inc.	77/452,393	18-Apr-2008	3,758,296	09-Mar-2010	09-Mar-2020	17-Mar-2009
MTM-005	USA	URL PHARMA SMARTER SCIENCE. SAFER MEDICINES. (Design)	Granted	Mutual Pharmaceutical Company, Inc.	77/700,661	27-Mar-2009	4,230,294	23-Oct-2012	23-Oct-2022	22-Jan-2010
MTM-006	USA	URL PHARMA	Granted	Mutual Pharmaceutical Company, Inc.	77/455,863	23-Apr-2008	3,818,946	13-Jul-2010	13-Jul-2020	08-Sep-2009
MTM-007	USA	URL PHARMA	Granted	Mutual Pharmaceutical Company, Inc.	77/199,512	06-Jun-2007	3,850,404	21-Sep-2010	21-Sep-2020	13-May-2008
MTM-008	USA	URL	Granted	Mutual Pharmaceutical Company, Inc.	77/452,284	18-Apr-2008	3,838,376	24-Aug-2010	24-Aug-2020	17-Mar-2009
MTM-009	USA	URL MUTUAL	Granted	Mutual Pharmaceutical Company, Inc.	75/507,210	23-Jun-1998	2,784,491	18-Nov-2003	18-Nov-2023	30-Jan-2001
MTM-010	USA	AR SCIENTIFIC (Words and Design B & W)	Granted	AR Scientific, Inc. ²	77/982,199	23-Apr-2009	4,016,698	23-Aug-2011	23-Aug-2021	27-Aug-2010
MTM-011	USA	AR SCIENTIFIC LOGO (Words and Design B & W)	Granted	AR Scientific, Inc. ³	78/607,546	13-Apr-2005	3,326,075	30-Oct-2007	30-Oct-2017	20-Mar-2007

¹ Mutual Pharmaceutical Company, Inc. is the successor in interest to AR Scientific, Inc.

² Mutual Pharmaceutical Company, Inc. is the successor in interest to AR Scientific, Inc.

³ Mutual Pharmaceutical Company, Inc. is the successor in interest to AR Scientific, Inc.

MTM-012	USA	AR SCIENTIFIC	Granted	AR Scientific, Inc. ⁴	78/607,512	13-Apr-2005	3,291,674	11-Sep-2007	11-Sep-2017	25-Jul-2006
MTM-016	USA	DURAGRAN	Granted	URL PharmPro, LLC	78/474,201	26-Aug-2004	3,151,843	03-Oct-2006	03-Oct-2016	30-Aug-2005
MTM-017	USA	PHARMPRO	Granted	URL PharmPro, LLC	76/248,239	25-Apr-2001	2,650,517	12-Nov-2002	12-Nov-2022	18-Dec-2001
MTM-018	USA	URL PHARMAPRO URL PHARMA SMARTER SCIENCE, SAFER MEDICINES, (Design)	Granted	URL PharmPro, LLC	77/803,931	13-Aug-2009	4,556,129	24-Jun-2014	24-Jun-2024	08-Feb-2011
MTM-019	European Community	URL PHARMAPRO SMARTER SCIENCE, SAFER MEDICINES, (Design)	Granted	Mutual Pharmaceutical Company, Inc.	8566309	22-Sep-2009	8566309	16-Mar-2010	27-Mar-2009	30-Nov-2009
MTM-021	European Community	URL	Granted	Mutual Pharmaceutical Company, Inc.	7323322	17-Oct-2008	7323322	14-May-2009	17-Oct-2018	12-Jan-2009

⁴ Mutual Pharmaceutical Company, Inc. is the successor in interest to AR Scientific, Inc.

Schedule 2
Copyrights

None.

S-3