

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695354

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EKR Therapeutics, LLC		12/16/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chiesi USA, Inc.		
<b>Street Address:</b>	175 Regency Woods Place, Suite 600		
<b>City:</b>	Cary		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27518		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3604437	EKR THERAPEUTICS	
<b>Registration Number:</b>	5857585	RETAVASE	
<b>Registration Number:</b>	1312013	CARDENE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<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>			
<b>Phone:</b>	9198216785		
<b>Email:</b>	efrongello@smithlaw.com		
<b>Correspondent Name:</b>	Eva Gullick Frongello		
<b>Address Line 1:</b>	P.O. Box 2611		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27602		
<b>NAME OF SUBMITTER:</b>	Eva Gullick Frongello		
<b>SIGNATURE:</b>	/Eva G. Frongello/		
<b>DATE SIGNED:</b>	12/16/2021		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of December 16, 2021 (this “**Assignment**”), is made by and between EKR Therapeutics, LLC, a limited liability company organized under the laws of Delaware, United States, located at 175 Regency Woods Place, Suite 600, Cary, North Carolina 27518 (“**Assignor**”) and Chiesi USA, Inc., a corporation organized under the laws of Delaware, located at 175 Regency Woods Place, Suite 600, Cary, North Carolina 27518 (“**Assignee**”). Assignor and Assignee may be referred to in this Agreement in the singular as “**Party**” and collectively as “**Parties**.”

WHEREAS, Assignor is the sole owner of the trademarks and related applications and registrations identified on Schedule I hereto (the “**Marks**”);

WHEREAS, the Parties desire that Assignor assign the Marks to Assignee; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s right, title and interest in, to and under the Marks.

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

1. Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, all its right, title, and interest in, to, and under the Marks, together with the goodwill, if any, of the business associated therewith and which is symbolized thereby, and all other rights secured under the laws of the United States and any other foreign country with respect to the Marks, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor further sells, conveys, assigns, transfers, and delivers to Assignee all rights of Assignor to bring an action or seek any other remedy, whether at law or in equity, against any third party for past, present, or future infringement, dilution, tarnishment, blurring, or other misappropriation or unauthorized use of the Marks, including the right to bring an action or seek other remedy for past, present, and future infringement, dilution, tarnishment, blurring, or other misappropriation or unauthorized use, and all rights to recover or collect damages, including attorneys’ fees and enhanced damages, profits, and injunctive relief for infringement, dilution, tarnishment, blurring, confusion, unfair competition, or other misappropriation or unauthorized use, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor hereby represents that it has not executed any prior assignments of its right, title, and interest, if any, in, to and under the Marks, and will not execute, any agreement in conflict with this Assignment.

2. Assignor hereby authorizes Assignee to file this Agreement or portions thereof and any other documents relating thereto with the U.S. Patent and Trademark Office for purposes of having this Agreement recorded therein and to place sole and exclusive right, title, and interest in and to such Marks in the name of Assignee.

3. Assignor agrees to execute all applications, amended specifications, deeds, or other instruments, and to do all acts necessary or proper, or as otherwise reasonably requested by Assignee, to confirm and assure the rights and obligations provided for in this Agreement, and to

protect and secure such sale, conveyance, assignment, transfer, and delivery of all such right, title, and interest in, to, and under said Marks and to vest and confirm in said Assignee, its successors, and its assigns, all such right, title, and interest.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects, including as to validity, interpretation, and effect, by the laws of the State of North Carolina, without giving effect to the conflict of laws rules thereof.

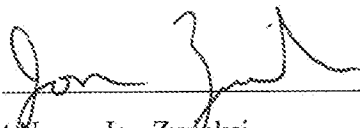
5. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument. This Agreement may not be amended or modified without the prior written agreement of both Parties hereto.

This Agreement is effective as to the date first written above.

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

**ASSIGNOR:**

EKR Therapeutics, Inc.

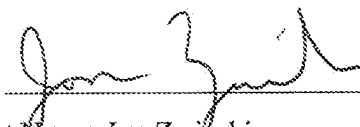
By:   
\_\_\_\_\_

Print Name: Jon Zwiński

Title: President

**ASSIGNEE:**

Chiesi USA, Inc.

By:   
\_\_\_\_\_

Print Name: Jon Zwiński

Title: CEO and General Manager

**SCHEDULE I**  
**TO**  
**TRADEMARK ASSIGNMENT AGREEMENT**

1. MARKS

MARK	JURISDICTION	STATUS	APPL. NO. / REG. NO.	FILING / REG. DATE.
EKR THERAPEUTICS	United States	Registered	78817295/3604437	February 17, 2006 / April 7, 2009
RETAVASE	United States	Registered	88341695/5857585	March 15, 2019 / September 10, 2019
CARDENE	United States	Registered	73464988/1312013	February 9, 1984 / January 1, 1985