

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAIICHI SANKYO COMPANY, LIMITED		01/03/2022	Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	Cosette Pharmaceuticals, Inc.		
Street Address:	200 Crossing Blvd		
City:	Bridgewater		
State/Country:	NEW JERSEY		
Postal Code:	08807		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2579509	EVOXAC	
Registration Number:	3736042	EVOXAC	
Registration Number:	2687164	BENICAR	
Registration Number:	2798559	BENICAR	
Registration Number:	2782636	BENICAR	
Registration Number:	2867773	BENICAR HCT	
Registration Number:	2928799	BENICAR HCT	
Registration Number:	3423793	AZOR TABLETS	
Registration Number:	3423794	AZOR TABLETS	
Registration Number:	3442606	AZOR	
Registration Number:	3982012	TRIBENZOR	
Registration Number:	4142005	TRIBENZOR	
Registration Number:	3694272	EFFIENT	
Registration Number:	3689940	EFFIENT	
Registration Number:	4289294		
Registration Number:	4006946	ESSTENTIAL HABITS	
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00 2579509

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: 4122974659
Email: angela.heukeshoven@dentons.com
Correspondent Name: Angela Heukeshoven - Dentons Cohen & Gri
Address Line 1: 625 Liberty Avenue
Address Line 4: Pittsburgh, PENNSYLVANIA 15222-3152

ATTORNEY DOCKET NUMBER:	Cosette.0001
NAME OF SUBMITTER:	Angela Heukeshoven
SIGNATURE:	/Angela Heukeshoven/
DATE SIGNED:	01/10/2022

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into as of January 3, 2022 (the “**Effective Date**”), by and among Daiichi Sankyo Company, Limited, a Japanese corporation headquartered at 3-5-1, Nihonbashi-honcho, Chuo-ku, Tokyo 103-8426, Japan and Daiichi Sankyo US, Inc., a U.S. corporation headquartered at 211 Mt Airy Rd, Basking Ridge, NJ 07920 (each, an “**Assignor**” and together, the “**Assignors**”), on the one hand, and Cosette Pharmaceuticals, Inc., a U.S. corporation headquartered at 200 Crossing Blvd, Bridgewater, NJ 08807 (the “**Assignee**”), on the other hand. Assignors and Assignee are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of January 3, 2022 (the “**Purchase Agreement**”), pursuant to which, among other things, Assignors agreed to assign to Assignee all of Assignors’ right, title and interest in, to and under the Transferred Intellectual Property, including the Transferred Intellectual Property that has issued, been registered or granted or that is the subject of an application for registration, issuance or grant and that has not expired or lapsed or been abandoned or withdrawn that is set forth on Schedule A (the “**Assigned IP**”), together with all goodwill associated therewith; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignors desire to sell, assign, transfer, convey and deliver all of their right, title and interest in, to and under the Assigned IP to Assignee and Assignee desires to acquire all such right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, each of the Parties, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

Section 1. Definitions. Capitalized terms that are used, but not defined, in this Assignment shall have the meaning assigned to such defined term in the Purchase Agreement.

Section 2. Assignment. Each Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and its successors and assigns, and Assignee hereby purchases, acquires, and accepts from each such Assignor, all of such Assignor’s right, title and interest in, to and under the Assigned IP, together with all goodwill associated therewith, and all rights to sue and recover and retain damages for past, present and future infringement, misappropriation, dilution or other violation of the foregoing.

Section 3. Further Assurances; Recordation. Assignors hereby agree to sign all necessary papers and do all lawful acts reasonably requisite to effect the terms of this Assignment, without further compensation but at the expense of Assignee or its successors or assigns. Assignors hereby authorize the Commissioner for Trademarks in the United States

Patent and Trademark Office, the United States Copyright Office and any other Governmental Entity or Internet authority or registrar to record and register this Assignment upon request by Assignee, its successors or assigns.

Section 4. No Representations or Warranties. Notwithstanding anything in this Assignment to the contrary, Assignee acknowledges and agrees that the only representations and warranties given by Assignors with respect to the Assigned Trademarks are set forth in the Purchase Agreement.

Section 5. Succession and Assignment. This Assignment and all of the provisions hereof shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective legal representatives, successors and permitted assigns; provided, however, that no assignment by any Party shall relieve such Party of any of its obligations hereunder.

Section 6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New Jersey applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of such state.

Section 7. Headings. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

Section 8. Counterparts and Facsimile Signature. This Assignment may be executed by facsimile and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Parties.

(Signature page follows)

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

ASSIGNOR:

DAIICHI SANKYO, INC.

DocuSigned by:
By: Mila Tartakovsky
Name: Mila Tartakovsky
Title: Vice President, Finance and
Administration USCD & USOBD

ASSIGNOR:

**DAIICHI SANKYO COMPANY,
LIMITED**

By: _____
Name:
Title:

ASSIGNEE:

COSETTE PHARMACEUTICALS, INC.

By: _____
Name:
Title:

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

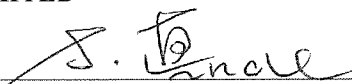
ASSIGNOR:

DAIICHI SANKYO, INC.

By: _____
Name:
Title:

ASSIGNOR:

**DAIICHI SANKYO COMPANY,
LIMITED**

By: 
Name: Sunao Manabe
Title: Representative Director and CEO

ASSIGNEE:

COSETTE PHARMACEUTICALS, INC.

By: _____
Name:
Title:

Signature Page to Intellectual Property Assignment Agreement

TRADEMARK
REEL: 007555 FRAME: 0065

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

ASSIGNOR:

DAIICHI SANKYO, INC.

By: _____

Name:

Title:

ASSIGNOR:

**DAIICHI SANKYO COMPANY,
LIMITED**


By: _____

Name:

Title:

ASSIGNEE:

COSETTE PHARMACEUTICALS, INC.

By:  _____

Name: Apurva Om Saraf

Title: President and Chief Executive Officer

Schedule A**Assigned IP****Copyrights:**

N/A





Patents:

U.S. Patent App. No. 15/215,804.

Trademarks:

Trademarks	Class	Registration No.	Registration Date	Assignor
EVOXAC	5	2579509	13-Jun-2002	DAIICHI SANKYO COMPANY, LIMITED (JP)
Evoxac and DESIGN (colored) 	5	3736042	12-Jan-2010	DAIICHI SANKYO COMPANY, LIMITED (JP)
BENICAR	5	2687164	11-Feb-2003	DAIICHI SANKYO COMPANY, LIMITED (JP)
Benicar and DESIGN 	5	2798559	23-Dec-2003	DAIICHI SANKYO COMPANY, LIMITED (JP)
Benicar and DESIGN (colored) 	5	2782636	11-Nov-2003	DAIICHI SANKYO COMPANY, LIMITED (JP)
BENICAR HCT	5	2867773	27-Jul-2004	DAIICHI SANKYO COMPANY, LIMITED (JP)
Benicar HCT (Colored) 	5	2928799	01-Mar-2005	DAIICHI SANKYO COMPANY, LIMITED (JP)
AZOR Tablets (& Design) 	5	3423793	06-May-2008	DAIICHI SANKYO COMPANY, LIMITED (JP)

AZOR Tablets (& Design) (colored) 	5	3423794	06-May-2008	DAIICHI SANKYO COMPANY, LIMITED (JP)
AZOR	5	3442606	03-Jun-2008	DAIICHI SANKYO COMPANY, LIMITED (JP)
TRIBENZOR (standard characters)	5	3982012	21-Jun-2011	DAIICHI SANKYO COMPANY, LIMITED (JP)
TRIBENZOR and DESIGN (colored) 	5	4142005	15-May-2012	DAIICHI SANKYO COMPANY, LIMITED (JP)
EFFIENT (standard characters)	5	3694272	06-Oct-2009	DAIICHI SANKYO COMPANY, LIMITED (JP)
EFFIENT and DESIGN 	5	3689940	29-Sep-2009	DAIICHI SANKYO COMPANY, LIMITED (JP)
(EFFIENT TABLET DESIGN) 	5	4289294	12-Feb-2013	DAIICHI SANKYO COMPANY, LIMITED (JP)
ESSENTIAL HABITS	41	4006946	02-Aug-2011	DAIICHI SANKYO COMPANY, LIMITED (JP)
WELCHOL	5	2493507	25-Sep-2001	DAIICHI SANKYO, INC. (US)
WELCHOL (standard characters)	5	3473865	Jul. 22, 2008	DAIICHI SANKYO, INC. (US)
WELCHOL (standard characters)	5	3122563	Aug. 01, 2006	DAIICHI SANKYO, INC. (US)
Welchol (colesevelam HCL) For Oral Suspension and DESIGN 	5	4020035	30-Aug-2011	DAIICHI SANKYO, INC. (US)

Welchol (colesevelam HCL) For Oral Suspension and DESIGN (colored)	5	4020034	30-Aug-2011	DAIICHI SANKYO, INC. (US)
				
Welchol TABLETS (colesevelam HCL) and DESIGN	5	3454818	24-Jun-2008	DAIICHI SANKYO, INC. (US)
				
Welchol TABLETS (colesevelam HCL) and DESIGN (colored)	5	3454817	24-Jun-2008	DAIICHI SANKYO, INC. (US)
				
Welchol TABLETS (colesevelam HCL) and DESIGN	5	2539803	19-Feb-2002	DAIICHI SANKYO, INC. (US)
				

Domain Names:

evoxac.com*
 azorresource.com*
 azorresource.net*
 azorresource.org*
 benicarresource.com*
 benicarresource.net*
 benicarresource.org*
 htnresource.com
 htnresource.net
 htnresource.org
 welchol.com
 olmesartan.com
 committedtobpgoal.com

committedtobpgoal.net
committedtobpgoal.org
rightfitforme.com
tribenzor.com
azorhcp.com
azorhcp.org
azorhcp.us
azorhcp.us.com
benicarhcp.com
benicarhcp.net
benicarhcp.org
benicarhcp.us
benicarhcp.us.com
tribenzorhcp.com
mywelcholprogress.net
welchol-card.net
welcholhcp.com
welcholhcp.net
welcholhcp.org
welcholhcp.us
welcholhcp.us.com
welcholondemand.com
welcholtracker.com
welcholtracker.net
welcholtracker.org
welcholtracker.us
welcholtracker.us.com
addontherapy.com
addontherapy.net
addontherapy.org
addontherapy.us
bloodglucosetherapy.com
bloodglucosetherapy.net
bloodglucosetherapy.org
bloodglucosetherapy.us
diabetestherapyoption.com
diabetestherapyoption.net
diabetestherapyoption.org
diabetestherapyoption.us
manageldl-c.com
manageldl-c.net
manageldl-c.org
manageldl-c.us

reducealctherapy.com
reducealctherapy.net
reducealctherapy.org
reducealctherapy.us
reduceddl-ctherapy.com
reduceddl-ctherapy.net
reduceddl-ctherapy.org
reduceddl-ctherapy.us
type2therapy.com
type2therapy.net
type2therapy.org
type2therapy.us
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type2treatment.org
type2treatment.us
eresources4health.com
eresources4health.net
eresources4health.org
welcholplussavings.com
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dsihypertensioncare.com
dsihypertensioncare.net
dsihypertensioncare.org
thehypertensioncare.com
thehypertensioncare.net
thehypertensioncare.org
colesevelam.biz
colesevelam.org
colesevelam.us
welcholadvantageprogram.com
advantagesavingsoffer.com
advantagesavingsoffer.net
advantagesavingsoffer.org
advantagesavingsoffer.com
advantagesavingsoffer.net
advantagesavingsoffer.org
saveonwelchol.com
saveonwelchol.net
saveonwelchol.org
rightfitapp.com
rightfitapp.net

rightfitapp.org
effientresources.com
effientresources.net
effientresources.org
livewelcholrep.com
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livewelcholrep.org
welchollivesupport.com
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welcholsupport.org
patientfactorsmatter.com
patientfactorsmatter.net
patientfactorsmatter.org
patientfactorsmatter.us
welcholondemandwvideo.com
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welcholondemandwvideo.org
addontherapyoffer.com
addontherapyoffer.net
addontherapyoffer.org
rightfithcp.com
rightfithcp.net
rightfithcp.org
treathtn-hcp.com
treathtn-hcp.net
treathtn-hcp.org
benicar4bp.com
benicar4bp.net
benicar4bp.org
welchol-card.site
chewablewelchol.com
thewelcholyoueat.com
thewelcholyouchew.com
chewyourwelchol.com
eatyourwelchol.com
thewelcholbar.com
thechewablewelchol.com
theediblewelchol.com
abiteofwelchol.com
welchew.com

chewswelchol.com
welcholchewablebar.com
welcholchewbar.com
welcholcb.com
welcholbar.com
welcholsoftchew.com
welcholsoftchewbar.com
benicar.com
benicar.net
benicar.org
effient.com
benicarrx.com
benicarrx.net
benicarrx.org
mybenicarrx.com
aboutbenicarrx.com
mywelchol.com
aboutwelchol.com
welcholonline.com
mybenicar.com
aboutbenicar.com
benicaronline.com
azor.com*
benicarhct.com*
benicarhct.net*
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weltalk.com*
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azorhct.com*
azorhct.net*
azorhct.org*
evoxacsamples.com*
evoxacsamples.net*

evoxamples.org*
evoxamples.us*
savingsthatlast.com
livingwithdryness.net
livingwithdryness.org

* The domain names marked with (*) are currently registered in the name of a former employee. Assignor is working on transferring such domain names back to an Assignor's name. In the event such domain names have not been transferred to an Assignor's name as of the Effective Date, then until such domain names are transferred to Assignee after the Effective Date, the Assignors will work to provide an automatic forward to an Assignee domain.