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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM701679

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stealth Biologics, LLC		03/17/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Insmed Incorporated	
Street Address:	700 Route 202/206	
City:	Bridgewater	
State/Country:	NEW JERSEY	
Postal Code:	08807	
Entity Type:	Corporation: VIRGINIA	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4575733	ENGINEERING IMMUNOTOLERANCE
Registration Number:	4575732	DEIMMUNIZED BY DESIGN
Registration Number:	4575730	S
Registration Number:	4588125	STEALTH BIOLOGICS

CORRESPONDENCE DATA

Fax Number: 6172890851

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: 202.536.1751

Email: trademarks@brownrudnick.com **Correspondent Name:** Peter J. Willsey, Brown Rudnick LLP Address Line 1: 601 Thirteenth Street NW Suite 600

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	35555/1 (181-184)
NAME OF SUBMITTER:	Peter J. Willsey
SIGNATURE:	/Peter J. Willsey/
DATE SIGNED:	01/12/2022

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "<u>Assignment</u>") is entered into as of the 17th day of March, 2021, by and between Stealth Biologics, LLC, a Delaware limited liability company (the "<u>Assignor</u>"), and Insmed Incorporated, a Virginia corporation (the "<u>Assignee</u>"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignee, Occulo Holdings LLC, a Delaware limited liability company ("Seller") and, solely for purposes of Section 2.2(c)(i), Section 2.4(b)(vii), Section 5.4 and Article 9, Karl E. Griswold, an individual, and Chris Bailey-Kellogg, an individual, have entered into an Interest Purchase Agreement, dated as of February 26, 2021 (as amended and as may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which Seller agreed to cause the Assignor to assign, convey and/or transfer all of the Assignor's right, title and interest in, to and under, all of the Assignor's assets, rights or properties, other than those exclusively related to the Excluded Assets, to Assignee or Lyticon LLC, in Assignee's sole discretion, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto (the "Trademarks");

WHEREAS, in order to perfect the transfers contemplated by the Purchase Agreement, the Assignee wishes to acquire all of the Assignor's right, title and interest in and to the Trademarks, and the Assignor wishes to assign, convey and transfer the same to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, transfers, assigns and delivers unto the Assignee, its successors and assigns, all of its rights, title and interest throughout the world in perpetuity in and to the Trademarks and all common law rights and goodwill associated therewith, the right of priority resulting from the filing of the Trademarks and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by the Assignor had this Assignment not been made.

Assignor hereby authorizes and requests the competent authorities, including the Commissioner for Trademarks in the United States Patent and Trademark Office, to record and register this Assignment upon request by Assignee.

Following the date hereof, upon Assignee's reasonable request, Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

[SIGNATURE PAGE FOLLOWS]

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TRADEMARK
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The parties to this Assignment have caused this Assignment to be executed and delivered as of the date first written above.

Stealth Biologics, LLC,

a Delaware limited liability company

By: Occulo Holdings LLC, a Delaware limited liability company, its sole member

Name: Karl E. Griswold

Title: Chief Executive Officer

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The parties to this Assignment have caused this Assignment to be executed and delivered as of the date first written above.

Insmed Incorporated,

a Virginia corporation

Docusigned by:
Michael Smith

By: Name: Michael Smith

Title: SVP, General Counsel – US

[Signature Page to Trademark Assignment - Stealth]

RECORDED: 01/12/2022

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