

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seqirus UK Limited		06/29/2020	Limited Company: ENGLAND
RECEIVING PARTY DATA			
Name:	BioCryst Pharmaceuticals, Inc.		
Street Address:	4505 Emperor Blvd., Suite 200		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27703		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4778059	RAPIVAB	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-841-0406		
Email:	Melissa.karasavidis@ropesgray.com		
Correspondent Name:	Melissa Karasavidis, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	115561-0009		
NAME OF SUBMITTER:	Melissa Karasavidis		
SIGNATURE:	/Melissa Karasavidis/		
DATE SIGNED:	01/18/2022		
Total Attachments: 10			
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**TRADEMARK, DOMAIN NAME AND COPYRIGHT ASSIGNMENT
AGREEMENT**

In Process
dated
June 29, 2020

By and Between

SEQIRUS UK LIMITED
Assignor

and

BIOCRIST PHARMACEUTICALS, INC.
Assignee

Trademark, Domain Name and Copyright Assignment Agreement

This Trademark, Domain Name and Copyright Assignment Agreement (this “**Assignment Agreement**”) is made and dated as of June 29, 2020 (the “**Effective Date**”), by and between SEQIRUS UK LIMITED, a limited company organized under the laws of England with a registered office at Point, 29 Market Street, Maidenhead, Berkshire, England, SL6 8AA (“**CSL**”), and BIOCRYST PHARMACEUTICALS, INC., a corporation organized under the laws of Delaware, with an office at 4505 Emperor Blvd., Suite 200, Durham, North Carolina 27703 (“**BioCryst**”). CSL and BioCryst are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

- A. CSL owns certain rights, registrations, and applications with respect to the trademarks listed in Schedule 1 to this Assignment Agreement, owns certain rights and registrations with respect to the domain names listed in Schedule 2 to this Assignment Agreement, and owns the copyright in certain materials related to the use of such trademarks and domain names.
- B. Simultaneously herewith, the Parties are entering into a Termination and Transfer Agreement (“**TTA**”) under which CSL has agreed to assign its rights in, inter alia, specified trademarks, domain names, and copyrights to BioCryst in accordance with the terms of this Assignment Agreement.

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

1. Definitions and Interpretation

1.1 Definitions

In this Assignment Agreement the following words and expressions have the following meanings:

[REDACTED]

[REDACTED]

[REDACTED]

“**Scheduled Trademarks**” means the Trademarks listed in Schedule 1 hereto;

“**Reserved CSL Trademarks**” means the CSL and SEQIRUS marks and logos and any other Trademarks of CSL used in connection with CSL products and businesses other than the Products and Product Business assigned to BioCryst under the TTA.

[REDACTED]

All capitalized terms not separately defined above shall have the meanings set forth in the TTA, which are incorporated herein by reference.

1.2 Interpretation

In this Agreement (except where the context otherwise requires):

- (a) section headings are inserted for ease of reference only and shall not affect construction;
- (b) any reference to a recital, section or schedule is to the relevant recital, section or schedule to this Assignment Agreement; and
- (c) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

2. Assignments

2.1 *Trademarks.* CSL hereby assigns to BioCryst, free and clear of all Encumbrances and effective as of the Effective Date, all of its and its Affiliates right, title and interest in and to the Scheduled Trademarks and any other Transferred Trademarks, including all goodwill associated therewith and symbolized thereby. The rights assigned herein include, but are not limited to, the right to renew the Scheduled Trademarks and any other Transferred Trademarks to the extent permitted by law in any relevant jurisdiction, and the right to bring suit or make any claim in BioCryst's name for prior or future infringement of rights in the Scheduled Trademarks and any other Transferred Trademarks. CSL shall promptly execute one or more short-form trademark assignment documents in a form reasonably acceptable to BioCryst. If such short-form trademark assignment documents are executed by CSL, neither Party shall file this Assignment Agreement with the U.S. Patent and Trademark Office or any similar Governmental Entity in any other jurisdiction without the prior written consent of the other Party.

2.2



2.3



[REDACTED]

[REDACTED]

2.4 *Reserved CSL Trademarks.* Notwithstanding anything to the contrary herein, nothing in this Assignment Agreement or the TTA shall be deemed to transfer to BioCryst any right, title, or interest in or to the Reserved CSL Trademarks.

3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.3

[REDACTED]

5.

[REDACTED]

[REDACTED]

6.

[REDACTED]

[REDACTED]

7. General

7.1 *Further Assurances.* Each Party will at its own expense, at the request of the other, execute such further documents as may reasonably be necessary or desirable to effectuate the purposes of this Assignment Agreement, including to secure the vesting in BioCryst of all rights assigned to it by this Assignment Agreement; provided that, neither Party shall be responsible for any costs required for the other Party to record this Assignment Agreement or the assignments herein or otherwise update title of any registrations or like filings in any jurisdiction.

7.2 *Construction.* The language of this Assignment Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction shall be applied against either Party. Use of "hereof," "hereto," "hereby," "herein" and "hereunder" and words of similar import in this Assignment Agreement refer to this agreement as a whole and not to any particular provision of this Assignment Agreement. References to a Law or Governmental Authority include any equivalent or analogous Law or Governmental Authority of any other jurisdiction.

7.3 *Reservation of Rights.* All rights of either Party not expressly addressed herein or in the TTA are reserved to such Party.

- 7.4 *Entire Agreement.* This Assignment Agreement, the TTA and any provisions of the 2015 License Agreement that survive its termination under the TTA, contain the entire agreement between the Parties with respect to the subject matter hereof and, except as set forth herein, supersede all prior agreements, understandings, promises and representations, whether written or oral, between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of the TTA and the terms hereof with respect to the subject matter hereof, the terms hereof shall control. For the avoidance of doubt, and notwithstanding anything to the contrary herein, nothing herein shall nullify any representations, warranties, or indemnification obligations in the 2015 License Agreement relating to the Trademarks, Domain Names, or other subject matter hereof which, pursuant to the terms of the TTA, survive termination of the 2015 License Agreement.
- 7.5 *Counterparts.* This Assignment Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart.
- 7.6 *Expenses.* Each Party shall bear its own legal expenses incurred in connection with the negotiation, preparation, execution and implementation by it of this Assignment Agreement and any document referred to in this Assignment Agreement except as expressly provided to the contrary herein.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed this Trademark, Domain Name and Copyright Assignment Agreement as of the Effective Date.

SEQIRUS UK LIMITED

Declassified by
By: [Signature]
Name: [Name]
Title: svp, Business Services

BIOCRYST PHARMACEUTICALS, INC.

By: [Signature]
Name: Aione Barnes
Title: CLD

Schedule 1

RAPIVAB

Registered Trademarks

Country	Trademark	Status	Registration No.	Registered Owner
Brazil	RAPIVAB	Registered	909048118	Seqirus UK Limited
Canada	RAPIVAB	Registered	TMA1,048,469	Seqirus UK Limited
European Union	RAPIVAB	Registered	013751441	Seqirus UK Limited
Malaysia	RAPIVAB	Registered	2015053086	BioCryst Pharmaceuticals, Inc. (assignment to Seqirus not recorded)
United States	RAPIVAB	Registered	4,778,059	Seqirus UK Limited
International Register designating: Armenia Australia Azerbaijan Belarus China India Israel Japan Kazakhstan Kyrgyzstan Mexico New Zealand Republic of Korea Republic of Moldova Russian Federation Singapore Switzerland Tajikistan Turkey Turkmenistan	RAPIVAB	Registered	1255553	Seqirus UK Limited

Trade Mark Applications

Country	Trademark	Status	Application No.	Applicant Name
Indonesia	RAPIVAB	Pending	D00.2015.011094	BioCryst Pharmaceuticals, Inc. (assignment to Seqirus not recorded)
South Africa	RAPIVAB	Pending	2015/04437	Seqirus UK Limited

ALPIVAB**Registered Trade Marks**

Country	Trademark	Status	Registration Number	Registered Owner
Canada	ALPIVAB	Registered	TMA1038578	Seqirus UK Limited
European Union	ALPIVAB	Registered	015952492	Seqirus UK Limited
United Kingdom	ALPIVAB	Registered	3175322	Seqirus UK Limited
International Registration designating: Australia New Zealand United States Vietnam	ALPIVAB	Registered	1333505	Seqirus UK Limited

Trademark Applications

Country	Trade Mark	Status	Application Number	Applicant
Brazil	ALPIVAB	Pending	912184558	Seqirus UK Limited

TRADEMARK
REEL: 007561 FRAME: 0856