OP \$40.00 653180

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM719020

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Origin Biosciences, Inc.		03/31/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Sentynl Therapeutics, Inc.
Street Address:	420 Stevens Ave.
Internal Address:	Suite 200
City:	Solana Beach
State/Country:	CALIFORNIA
Postal Code:	92075
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6531804	NULIBRY

CORRESPONDENCE DATA

Fax Number: 8588761604

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: 8887504407

Email: westdocket@holleymenker.com

Correspondent Name: Gabrielle A. Holley

Address Line 1: P.O. Box 96

Address Line 4: Solana Beach, CALIFORNIA 92075

ATTORNEY DOCKET NUMBER:	1886.TM6472US00
NAME OF SUBMITTER:	Gabrielle Holley
SIGNATURE:	/GAHolley/
DATE SIGNED:	04/05/2022

Total Attachments: 6

source=Trademark Assignment NULIBRY (signed) redacted US#page1.tif source=Trademark Assignment NULIBRY (signed) redacted US#page2.tif source=Trademark Assignment NULIBRY (signed) redacted US#page3.tif source=Trademark Assignment NULIBRY (signed) redacted US#page4.tif

source=Trademark Assignment NULIBRY (signed) redacted US#page5.tif source=Trademark Assignment NULIBRY (signed) redacted US#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>"), effective as of March 31, 2022, is made and entered into by and between Origin Biosciences, Inc., a Delaware corporation ("<u>Assignor</u>") and Sentynl Therapeutics, Inc., a Delaware corporation ("<u>Assignee</u>"). Capitalized terms which are used but not otherwise defined in this Assignment will have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of March 4, 2022 (as may be amended or restated from time to time, the "<u>Agreement</u>"), pursuant to which, among other things, Assignor agreed to sell, assign, transfer and deliver to Assignee certain Intellectual Property (as defined in the Agreement), as more fully described in the Agreement, on the terms and subject to the conditions set forth in the Agreement;

WHEREAS, the Intellectual Property includes, without limitation, the Trademark registrations and Trademark applications and all unregistered Trademarks and all goodwill associated therewith, held in, used by or otherwise related to or constituting the Business, including as set forth on Exhibit A hereto (collectively, the "Transferred Trademarks"); and

WHEREAS, Assignor and Assignee now desire to enter into this Assignment to evidence the sale, assignment, transfer and delivery to Assignee of the Transferred Trademarks;

NOW THEREFORE, for good and valuable consideration, including the consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Transferred Trademarks, together with the goodwill connected with the use of and symbolized by the Transferred Trademarks, including all rights conferred by the Transferred Trademarks provided by international conventions and treaties, all rights of renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.
- 2. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, and any other official of any applicable Governmental Authority, to record this Assignment and to issue any and all registrations from any and all applications for registration included in the Transferred Trademarks to and in the name of Assignee.
- 3. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Transferred Trademarks.
- 4. This Assignment is subject to the terms and conditions of the Agreement, which are incorporated by reference, and shall be binding upon Assignor and Assignee, and their respective successors and assigns.
- 5. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware, irrespective of the choice of laws principles of Delaware, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.
- 6. This Assignment may be executed in counterparts each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

This Assignment shall be binding upon and inure to the benefit of and be 7. enforceable by the successors, legal representatives and permitted assigns of each party hereto. [Remainder of page intentionally left blank]

2

Each of Assignor and Assignee has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

ASSIGNOR

ORIGIN BIOSCIENCES, INC.

DocuSigned by:

By:
Name: Michael Henderson, M.D.

Title: Chief Executive Officer

Each of Assignor and Assignee has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

SENTYNL THERAPEUTICS, INC.

By:

----Docusigned by:
Matthew Heck

Name: Matthew T. Heck Title: Chief Executive Officer

[Signature Page to Assignment of Trademarks]

ACTIVE/115656206.1

EXHIBIT A

Trademarks

	Mark
	Country
	Application Number
	Filing Date
	Registration Number
	Registration Date
	Status
	Specification

NULIBRY United States 90/015984	Mark Country Application Number
6/23/2020	Filing Date
6531804	Registration Number
10/19/2021	Registration Date
Registered	Status
Class 5 - Pharmaceutical preparations for the treatment of rare metabolic and neurological diseases	Specification