

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innate Pharma SA		07/01/2021	Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	AstraZeneca AB		
Street Address:	Astraallén		
City:	Södertälje		
State/Country:	SWEDEN		
Postal Code:	SE-15185		
Entity Type:	Aktiebolag: SWEDEN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5610169	LUMOXITI	
Registration Number:	5598762		
CORRESPONDENCE DATA			
Fax Number:	3028859717		
<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:	302886926		
Email:	trademarks@astrazeneca.com		
Correspondent Name:	Cara M. Kearney		
Address Line 1:	1800 Concord Pike		
Address Line 2:	A2C		
Address Line 4:	Wilmington, DELAWARE 19850-5437		
NAME OF SUBMITTER:	Cara M. Kearney		
SIGNATURE:	/cmk/		
DATE SIGNED:	04/25/2022		
Total Attachments: 15			
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DATED **2021**

TRADEMARK ASSIGNMENT AGREEMENT

by and among

INNATE PHARMA S.A.

and

ASTRAZENECA AB

relating to

Anti-CD22 Immunotoxin (Moxe)

THIS AGREEMENT is dated July 1st 2021 and made between:

1. **INNATE PHARMA S.A.**, a company incorporated in France, with its principal place of business at 117, Avenue de Luminy – BP 30191 13 009 Marseille, France (“**Innate**”); and
2. **ASTRAZENECA AB**, a company incorporated in Sweden, with its registered address of SE-151 85, Södertälje, Sweden (“**AZ AB**” and together with Innate, the “**Parties**”).

BACKGROUND:

- A.** MedImmune, an Affiliate of AZ AB, and Innate entered into that certain license agreement dated 22 October 2018, as amended (the “**License Agreement**”), whereby MedImmune granted Innate a license under certain Intellectual Property Rights owned or Controlled by MedImmune to Develop, Manufacture, seek registration of and Commercialize the Product in the Territories, in accordance with the terms and conditions set forth therein;
- B.** In connection with the License Agreement, the Parties have entered into a trademark assignment agreement dated 21 May 2019 (the “**TM Assignment**”) under which the Assigned Product Trademarks were assigned to Innate;
- C.** Innate is the owner of the Product Trademarks, including the trademark registrations and applications for such Product Trademarks listed in Schedule 1 to this Agreement (“**Assigned Product Trademarks**”).
- D.** On 10 December 2020, Innate sent a termination notice pursuant to clause 20.2.3 of the License Agreement, in order to terminate the Licence Agreement.
- E.** Further to such termination notice, Innate and MedImmune have discussed and agreed to that certain termination and transition agreement dated July 1st 2021 (the “**TTA**”).
- F.** In accordance with the terms and conditions of the TTA, Innate has agreed to assign to AZ AB, and AZ AB agreed to accept from Innate, all of its rights, title and interest in and to the Assigned Product Trademarks.

IT IS AGREED that:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined terms

Unless otherwise defined in this trade mark assignment agreement (“**Agreement**”), capitalised terms used in this Agreement have the meanings ascribed to them in the TTA.

2. ASSIGNMENT

- 2.1** Pursuant to and for consideration as set out in the TTA, Innate hereby assigns to AZ AB (and, in relation to any Product Trademarks owned or co-owned by any Affiliate of Innate, shall procure that each such Affiliate shall assign to AZ AB) and AZ AB hereby accepts all of Innate’s (or such Innate’s Affiliate’s) right, title, and interest in and to:

- 2.1.1 the Assigned Product Trademarks, together with all rights derived therefrom, including any and all common law and statutory rights therein and thereto and all registrations and applications for any of the Assigned Product Trademarks and all renewals thereof;
- 2.1.2 the entitlement to any registration for the Assigned Product Trademarks granted pursuant to any of the applications for the Assigned Product Trademarks;
- 2.1.3 all causes of action (either in law or in equity), and all rights to sue or bring or defend any claims or proceedings and to obtain relief (and to retain any royalties, damages and other monies recovered), in respect of any infringement or other violation of, or other cause of action arising from ownership of, any of the Assigned Product Trademarks, whether occurring before, on or after the date of this Agreement; and
- 2.1.4 the goodwill of the business associated with the use of, and symbolized by, the Assigned Product Trademarks (collectively, 2.1.1 through 2.1.4, “**Assigned Trademark Rights**”).

3. MISCELLANEOUS

3.1 Entire Agreement

This Agreement and the TTA together represent the entire agreement between the Parties in relation to this Agreement and supersede any previous agreement, arrangement or understanding, whether written or oral, between the Parties in relation to that subject matter. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of this Agreement to the extent permitted by Applicable Law.

3.2 Conflict

To the extent that a conflict should exist between the terms of this Agreement and the TTA, the terms of the TTA shall prevail.

3.3 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by PDF format via email or other electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were original signatures.

3.4 Governing law

The interpretation and construction of this Agreement (including non-contractual disputes) shall be governed by the laws of England and Wales excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

3.5 Binding.



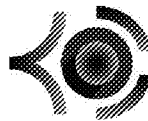



This Agreement shall be binding upon and inure solely to the benefit of the Parties and their Affiliates, successors and permitted assigns.




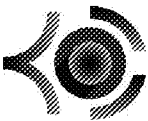


EXECUTION





The Parties have shown their acceptance of the terms of this Agreement by executing this Agreement at the end of the Schedules.





Schedule 1
(Assigned Product Trademarks)

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	CLASS: GOODS / SERVICES	STATUS
良美新	China	36539947 27-Feb-2019	36539947 21-Oct-2019	5: Pharmaceutical preparations; medicinal drug	REGISTERED
留慕欣	China	36539946 27-Feb-2019	36539946 21-Oct-2019	5: Pharmaceutical preparations; medicinal drug	REGISTERED
隆希	China	36539945 27-Feb-2019	36539945 21-Oct-2019	5: Pharmaceutical preparations; medicinal drug	REGISTERED
	Australia (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27- Mar-2028
	Switzerland (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27- Mar-2028
	China (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27- Mar-2028

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	CLASS: GOODS / SERVICES	STATUS
	Colombia	SD2019/0103537 09-Dec-2019	661066 01-Sep-2020	5: Pharmaceutical preparations and substances	REGISTERED Renewal due 01-Sep-2030
	India (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27-Mar-2028
	Iceland (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27-Mar-2028
	Japan (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27-Mar-2028
	South Korea (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27-Mar-2028
	Lichtenstein (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27-Mar-2028

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	CLASS: GOODS / SERVICES	STATUS
	Mexico (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27-Mar-2028
	Norway (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27-Mar-2028
	New Zealand (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27-Mar-2028
	Russia (via WIPO)	1408425 27-Mar-2018	1408425 27-Mar-2018	5: Pharmaceutical preparations; medicinal drug	REGISTERED Renewal due 27-Mar-2028
	Taiwan	108080825 09-Dec-2019	02067921 01-Jul-2020	5: Pharmaceutical preparations and substances	REGISTERED Renewal due 30-Jun-2030
	Turkey	2019/123426 09-Dec-2019	2019 123426 24-Mar-2020	5: Pharmaceutical preparations and substances	REGISTERED Renewal due 09-Dec-2029

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	CLASS: GOODS / SERVICES	STATUS
	U.S.	87/640123 10-Oct-2017	5598762 06-Nov-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Section 8 & 15 due 06-Nov-2024 Renewal due 06- Nov-2028
	Argentina	3696484 28-Mar-2018	3056506 29-Jan-2020	5: Pharmaceutical preparations and substances.	REGISTERED Renewal due 29- Jan-2030
	Brazil	914413937 28-Mar-2018	914413937 30-Apr-2019	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 30- Apr-2029
	Canada	1890677 28-Mar-2018	TMA1078771 21-May-2020	5: Pharmaceutical preparations and substances for use in oncology and for the treatment of cardiovascular diseases and disorders, respiratory diseases and disorders, pharmaceutical preparations for use in gastroenterology; pharmaceutical preparations for the treatment of metabolic diseases and disorders, namely, diabetes, hypoglycaemia, gout, osteoarthritis, anemia, obesity and hypothyroidism; pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system, namely central nervous system infections, brain diseases, depression, anxiety, Central nervous system movement disorders, and spinal cord diseases; pharmaceutical preparations and	REGISTERED Renewal due 21- May-2030

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	CLASS: GOODS / SERVICES	STATUS
	European Union	017171745 04-Sep-2017	017171745 18-Dec-2017	substances for the treatment of diseases and disorders of the peripheral nervous system, namely cranial and spinal neuropathies, autonomic neuropathies, sensorimotor neuropathies and plexopathies; pharmaceutical preparations and substances for use in pain control and local and general anesthetics; pharmaceutical preparations, namely, anti-inflammatory; pharmaceutical preparations, namely, anti-infective	REGISTERED Renewal due 04-Sep-2027
	Hong Kong	304476015 28-Mar-2018	304476015 08-Aug-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 27-Mar-2028
	Macau	N/136084 28-Mar-2018	N/136084 10-Sep-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 10-Sep-2025
	South Africa	2018/08449 27-Mar-2018	2018/08449 29-Mar-2019	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 27-Mar-2028

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	CLASS: GOODS / SERVICES	STATUS
LUMOXITI	U.S.	871778486 31-Jan-2018	5610169 20-Nov-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Section 8 & 15 due 20-Nov-2024 Renewal due 20- Nov-2028
LUMOXITI	Argentina	3697680 05-Apr-2018	3010317 04-Sep-2019	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 04- Sep-2029
LUMOXITI	Australia	1916753 29-Mar-2018	1916753 25-Jul-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 29- Mar-2028
LUMOXITI	Brazil	914424130 29-Mar-2018	914424130 24-Apr-2019	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 24- Apr-2029
LUMOXITI	Canada	1891028 29-Mar-2018	TMA1070047 17-Jan-2020	5: Pharmaceutical preparations and substances for use in oncology and for the treatment of cardiovascular diseases and disorders, respiratory diseases and disorders, pharmaceutical preparations for use in gastroenterology; pharmaceutical preparations for the treatment of metabolic diseases and disorders, namely, diabetes, hypoglycaemia, gout, osteoarthritis, anemia, obesity and hypothyroidism; pharmaceutical preparations for the treatment of diseases and disorders of the central nervous system, namely central nervous system infections, brain diseases, depression,	REGISTERED Renewal due 17- Jan-2030

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	CLASS, GOODS / SERVICES	STATUS
				anxiety, central nervous system movement disorders, and spinal cord diseases; pharmaceutical preparations and substances for the treatment of diseases and disorders of the peripheral nervous system, namely cranial and spinal neuropathies, autonomic neuropathies, sensorimotor neuropathies and plexopathies; pharmaceutical preparations and substances for use in pain control and local and general anesthetics; pharmaceutical preparations, namely, anti-inflammatory; pharmaceutical preparations, namely, anti-infective	
LUMOXITI	Switzerland	71198/2018 28-Mar-2018	714872 03-Apr-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 28-Mar-2028
LUMOXITI	China	29896731 29-Mar-2018	29896731 28-Jan-2019	5: Pharmaceutical preparations and substances	REGISTERED Renewal due 27-Jan-2029
LUMOXITI	Colombia	SD2019/0103533 09-Dec-2019	660859 01-Sep-2020	5: Pharmaceutical preparations and substances	REGISTERED Renewal due 01-Sep-2030
LUMOXITI	European Union	017311192 11-Oct-2017	017311192 25-Jan-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 11-Oct-2027

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	CLASS: GOODS / SERVICES	STATUS
LUMOXITI	United Kingdom	3275079 05-Dec-2017	3275079 09-Mar-2018	5: Pharmaceutical preparations and substances	REGISTERED Renewal due 05-Dec-2027
LUMOXITI	Hong Kong	304477843 29-Mar-2018	304477843 08-Aug-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 28-Mar-2028
LUMOXITI	India	3792432 29-Mar-2018	2040085 02-Dec-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 29-Mar-2028
LUMOXITI	Iceland	V0108424 28-Mar-2018	V0108424 30-Apr-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 30-Apr-2028
LUMOXITI	Japan	2018-042716 04-Apr-2018	6068493 03-Aug-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 03-Aug-2028
LUMOXITI	South Korea	40-2018-0041554 29-Mar-2018	40-1465868 04-Apr-2019	5: Pharmaceutical preparations and substances for human use	REGISTERED Renewal due 04-Apr-2029
LUMOXITI	Lichtenstein	2018-272 29-Mar-2018	18373 29-Mar-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 29-Mar-2028

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	CLASS: GOODS / SERVICES	STATUS
LUMOXITI	Macau	N/136104 28-Mar-2018	N/136104 10-Sep-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 10-Sep-2025
LUMOXITI	Mexico	2028976 02-Apr-2018	1898093 04-Jul-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 02-Apr-2028
LUMOXITI	Norway	201804365 28-Mar-2018	299819 23-Aug-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 28-Mar-2028
LUMOXITI	New Zealand	1089844 11-Oct-2017	1089844 02-Oct-2018	5: Pharmaceutical preparations and substances	REGISTERED Renewal due 11-Oct-2027
LUMOXITI	Russia	2018712164 28-Mar-2018	682597 28-Nov-2018	5: Pharmaceutical preparations and substances for use in oncology	REGISTERED Renewal due 28-Mar-2028
LUMOXITI	South Africa	2018/08613 28-Mar-2018		5: Pharmaceutical preparations and substances for use in oncology	PENDING
LUMOXITI	Taiwan	108080826 09-Dec-2019	02067922 01-Jul-2020	5: Pharmaceutical preparations and substances	REGISTERED Renewal due 30-Jun-2030

MARK	COUNTRY	APP. NO. FILING DATE	REG. NO. REG. DATE	CLASS, GOODS / SERVICES	STATUS
LUMOXITI	Turkey	2019/123428 09-Dec-2019	2019/123428 13-Aug-2020	5: Pharmaceutical preparations and substances	REGISTERED Renewal due 09- Dec-2029

EXECUTION

The Parties have shown their acceptance of the terms of this Agreement by executing this Agreement at the end of the Schedule.


SIGNED for and on behalf of

INNATE PHARMA S.A.

Name: Mr Mondher Mahjoubi

Title: President

Authorised Signatory:

DocuSigned by:

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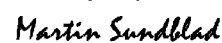
SIGNED for and on behalf of

ASTRAZENECA AB (PUBL.)

Name: Mr Martin Sundblad

Title: Senior Legal Counsel

Authorised Signatory:

DocuSigned by:

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