

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glenmark Therapeutics Inc., USA		12/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Resilia Pharmaceuticals, Inc.		
Street Address:	301 East 45th Street		
Internal Address:	Suite 18-F		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5162832	ECOZA	
Registration Number:	4864622	RECEDO	
Registration Number:	4864623	RECEDO	
Registration Number:	3677679	NEOSALUS	
Registration Number:	3677674	NEOSALUS	
Serial Number:	87606100	NEOCERA	
Registration Number:	5465153	NEOCERA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	meghna.prasad@bakerbotts.com		
Correspondent Name:	Meghna Prasad		
Address Line 1:	30 Rockefeller Center		
Address Line 4:	New York, NEW YORK 10112		
NAME OF SUBMITTER:	Meghna Prasad		
SIGNATURE:	/Meghna Prasad/		

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DATE SIGNED:	05/19/2022
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is entered into this 23rd day of December 2020 (the "Effective Date") by and between:

Glenmark Therapeutics Inc., USA, a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 750 Corporate Drive, Mahwah, NJ 07430 ("Assignor / Glenmark")

and

Resilia Pharmaceuticals, Inc., a corporation organized under the laws of the State of Delaware, having its principal place of business located at 301 East 45th Street, Suite 18-F, New York, NY 10017 USA ("Assignee / Resilia").

WHEREAS, Assignor, or any of its Affiliates, owns the entire right, title and interest in and to certain U.S. trademarks, both registered and unregistered, and applications for trademark registrations filed with the United States Trademark Office, as listed in Annex "A", attached hereto (collectively the "Product Trademarks");

WHEREAS, Assignor and Assignee entered into a certain Asset Purchase Agreement, effective the 16th day of September, 2020 (the "APA") by which Assignor agreed to sell, transfer and assign the Product Trademarks to Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor's, or any of its Affiliates', right, title and interest, in and to the Product Trademarks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign, or caused to be assigned, all such right, title and interest in and to the Product Trademarks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

1. In consideration for the execution of the APA, the payment of the consideration stipulated in the APA and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby conveys and assigns, or caused to be conveyed and assigned, to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's, or any of its Affiliates', right, title and interest in and to the Product Trademarks, together with the goodwill of the business symbolized by the Product Trademarks.
2. Assignor represents and warrants to Assignee that all representations and warranties made in the APA with regards to the Product Trademarks are true and correct.
3. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver, or shall cause to be executed and delivered, such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignee's expense, as Assignee may reasonably deem necessary or desirable in

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order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Product Trademarks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Product Trademarks.

4. The terms of the APA, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Product Trademarks are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.
5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
6. The Parties further agree as follows:
 - (a) The APA and this Agreement constitute the entire agreement of the Parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both Parties, making specific reference to this Agreement by date, parties, and subject matter.
 - (b) This Agreement and its negotiation, execution, performance or non-performance, interpretation, termination, construction and all claims or causes of action (whether in contract, in tort, at Law or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the transactions contemplated hereby (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in connection with this Agreement or as an inducement to enter this Agreement), shall be exclusively governed by, and construed in accordance with, the Laws of the State of New York without reference or regard to its principles of conflicts of laws except section 5-1401 of the New York General Obligations Law.

Any Legal Proceeding based upon, arising out of, or related to this Agreement and its negotiation, execution, performance, non-performance, interpretation, termination, construction or the transactions contemplated hereby shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect on the Closing Date, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be heard and determined by a panel consisting of three (3) arbitrators each with at least fifteen (15) years of experience working in the pharmaceutical industry, arbitrating pharmaceutical disputes, or a combination of both. Each Party shall appoint one arbitrator to serve on the tribunal, with the chairperson of the tribunal being selected by the two party-appointed arbitrators pursuant to Rule 14(c) of the Commercial Arbitration Rules. The seat

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of the arbitration shall be New York, New York and the language of the arbitration, including but not limited to memorials and evidentiary hearings, shall be in English.

- (c) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (d) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement in such jurisdiction or invalidate or render unenforceable such term or provision in any other jurisdiction

(Signatures appear on the following page)

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IN WITNESS WHEREOF, the Parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR

Glenmark Therapeutics Inc, USA

By Jayesh Desai

Name: SANJEEV KRISHAN

Title: President, North America

ASSIGNEE

Resilia Pharmaceuticals, Inc.

By [Signature]

Name: HAESHA MURTHY

Title: EXECUTIVE CHAIRMAN
OF THE BOARD OF
DIRECTORS

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ANNEX A
Product Trademarks

US Registration Number	US Serial Number	Trademark	Class
4822727	86092555	ECOZA	5
5162832	87019005	ECOZA (word and design)	5
4864622	86559046	RECEDO	5
4864623	86559105	RECEDO (word and design)	5
3677679	77557887	NEOSALUS	5
3677674	77556490	NEOSALUS (word and design)	5
pending	87606100	NEOCERA	5
5465153	87051082	NEOCERA (word and design)	5

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