

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement and Assignment of Goodwill		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANIVIVE LIFESCIENCES, INC.		01/10/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DECHRA LIMITED		
Street Address:	24 Cheshire Avenue		
Internal Address:	Cheshire Business Park, Lostock Gralam		
City:	Northwich		
State/Country:	UNITED KINGDOM		
Postal Code:	CW9 7UA		
Entity Type:	Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88290878	LAVERDIA	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	8587074000		
Email:	efiling@knobbe.com		
Correspondent Name:	Knobbe Martens Olson & Bear, LLP		
Address Line 1:	2040 Main Street		
Address Line 2:	14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
DOMESTIC REPRESENTATIVE			
Name:	Ian W. Gillies		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 2:	Knobbe Martens Olson & Bear, LLP		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Ian W. Gillies		
SIGNATURE:	/Ian W. Gillies/		

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ASSET PURCHASE AGREEMENT

BY AND BETWEEN

ANIVIVE LIFESCIENCES, INC.

AND

DECHRA LIMITED

DATED AS OF JANUARY 10, 2022

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ARTICLE 11 MISCELLANEOUS PROVISIONS 37

§ 11-1 MISCELLANEOUS PROVISIONS

37

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SCHEDULES

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EXHIBITS

Exhibit C

Trademark Assignment

ASSET PURCHASE AGREEMENT

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SEE BELOW

“Trade Secrets” means all rights in trade secrets and confidential information under applicable Legal Requirements, including all rights in know-how, developments, inventions, processes, ideas, data or other confidential information that provide any Person with advantages over competitors (including related papers, invention disclosures, research data and results, flowcharts, diagrams, chemical compositions, formulae, diaries, notebooks, specifications, designs, methods of manufacture, processing techniques, data processing software, compilations of information, Customer and supplier lists, pricing and cost information, and business and marketing plans and proposals

“Trademark Assignment” is defined in Section 4.2.2(a).

“Trademarks” means any and all trademarks, service marks, trade dress and trade names, together with all adaptations, derivations and combinations thereof (whether or not registered), all registrations or applications to register the foregoing, and all goodwill associated with any of the foregoing.

“Transactions” means the transactions contemplated by this Agreement and the Ancillary Agreements.

“Transfer” means, for each Applicable Product Registration, (a) the assignment of rights relating to such Product Registration for the Product in the applicable territory to Purchaser or Purchaser’s nominee in accordance with applicable Legal Requirements, or (b) to the extent such Product Registration cannot be transferred because applicable Legal Requirements require the Product Registration transferee to apply in its own name for a new Product Registration, the issuance of a new Product Registration for such Product in such country and the withdrawal or termination of such existing Product Registration in such country, as applicable, each in accordance with applicable Legal Requirements.

“Transfer Taxes” is defined in Section 9.2.

“Transferred Assets” is defined in Section 2.1.

“Transferred Books and Records” is defined in Section 2.1.3.

“Transferred Contracts” is defined in Section 2.1.2.

“UK Approval” means the final Unconditional Regulatory Approval of the Product in the United Kingdom that meets the Minimum Approval Criteria, and receipt by Seller of the United Kingdom marketing authorization.

“Unconditional Regulatory Approval” means Regulatory Approval granted by a Regulatory Authority that is not conditioned on the performance of certain requirements (which may include, but are not limited to, a non-clinical study or clinical study) that are imposed by a Regulatory Authority as a condition of, or in connection with obtaining or maintaining such Regulatory Approval.

“U.S. Approval” means the final Unconditional Regulatory Approval of the Product in the United States that meets the Minimum Approval Criteria, and receipt by Seller of the U.S. marketing authorization.

“U.S. Net Sales” means the Net Sales resulting from sales of the Product in the United States.

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payment is due (which account Seller may from time to time change upon ten (10) days' prior written notice to Purchaser).

ARTICLE 4 INITIAL CLOSING AND INITIAL CLOSING DELIVERABLES

4.1 Initial Closing, Time and Place. The closing of the initial transactions contemplated by this Agreement (the "Initial Closing") will take place remotely through the electronic exchange of documents, simultaneously with the execution and delivery of this Agreement, subject to the satisfaction of all Initial Closing conditions, other than those conditions which by their nature can only be satisfied at the Initial Closing, or at such other date, time or place as the Parties may agree (the "Initial Closing Date").

4.2 Deliveries by Seller. At the Initial Closing, Seller will deliver to Purchaser each of the following items, duly executed and delivered by the Seller:

4.2.1 Bill of Sale and Assignment and Assumption Agreement. A bill of sale covering the purchase of the Transferred Assets, substantially in the form attached hereto as Exhibit A (the "Bill of Sale") and an assignment and assumption agreement, covering the assignment to, and assumption by, Purchaser of the Assumed Liabilities, substantially in the form attached hereto as Exhibit B (the "Assignment and Assumption Agreement");

4.2.2 Intellectual Property Assignments.

(a) A trademark assignment substantially in the form of Exhibit C (the "Trademark Assignment"); and

(b) A domain name assignment substantially in the form of Exhibit D (the "Domain Name Assignment");

4.2.3 Sub-License Agreement. A sub-license agreement substantially in the form of Exhibit E (the "Sub-License Agreement");

4.2.4 Tax Forms. A properly executed, complete and correct IRS Form W-9;

4.2.5 Consents. Consent from Halo Pharmaceuticals, Inc., d/b/a Cambrex Whippany of the assignment of that certain Commercial Manufacturing Services Agreement dated as of February 26, 2021, and

4.2.6 Data Room Copy. An electronic copy of the "Project Alpaca" data room being maintained by Seller in connection with the Transactions, reflecting the contents of such data room as of the Initial Closing Date, subject to confidentiality obligations on Purchaser.

4.3 Deliveries by Purchaser. At the Initial Closing, Purchaser will deliver to Seller each of the following items, duly executed by Purchaser:

4.3.1 Assignment and Assumption Agreement. The Assignment and Assumption Agreement;

4.3.2 Bill of Sale. The Bill of Sale;

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
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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its respective duly authorized officer as of the Execution Date.

DECHRA LIMITED

By: 

.....
Ian Page
Chief Executive Officer

ANIVIVE LIFESCIENCES, INC.

By:

Name: Dylan Balsz
Title: Chief Executive Officer

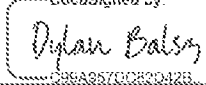
[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its respective duly authorized officer as of the Execution Date.

DECHRA LIMITED

By: _____
Ian Page
Chief Executive Officer

ANIVIVE LIFESCIENCES, INC.

DocuSigned by:

By: _____
Name: Dylan Balsz
Title: Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

Schedule 1.1
Pending Product Registrations

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Schedule 2.1.5
Claims

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Schedule 2.1.7
Other Assets

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Schedule 2.2
Joint Regulatory Documentation

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Schedule 9.1
Purchase Price Allocation

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Seller Disclosure Schedule

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Section 6.4
Required Consents

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Section 6.7.1
Intellectual Property

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*Schedule 6.7.3
Registered Intellectual Property and Contracts*

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Section 6.8.1
Permits

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Section 6.15
No Brokers

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is dated January 10, 2022 and is between Anivive Lifesciences, Inc., a Delaware corporation ("Assignor"), and Dechra Limited, a private limited company organized under the laws of England and Wales ("Assignee"). Each of Assignor and Assignee are referred to herein as a "Party" or, collectively, as the "Parties."

Under that certain Asset Purchase Agreement, dated January 10, 2022 (the "APA"), by and between Assignee and Assignor, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the trademark assets which are registered in the name of Anivive Lifesciences, Inc. and set forth below in Exhibit A (collectively, the "Assignor Trademarks").

Assignee desires to acquire all of Assignor's rights in the Assignor Trademarks in accordance with and subject to the terms of the APA.

In exchange for the consideration paid under the APA, the receipt of which is hereby acknowledged, Assignor does hereby sell and irrevocably transfer, convey and assign unto Assignee all of Assignor's right, title, and interest in and to (a) the Assignor Trademarks and (b) the right to sue and recover damages for past, present, and future infringements of any Assignor Trademarks. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Assignor Trademarks.

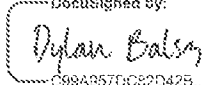
In accordance with and subject to the terms of the APA, Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant trademark offices.

This Agreement shall be construed and interpreted in accordance with the APA. In case of any conflict between the terms and conditions of this Agreement and the terms and conditions of the APA, the terms and conditions of the APA will govern, and nothing contained in this Agreement will be deemed to add to, vary or amend the terms and provisions of the APA. This Agreement may be executed in two or more counterparts and by the different Parties on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement and all claims, disputes and Actions (as defined in the APA) will be governed by, enforced and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may only be amended, modified, or supplemented by a written agreement executed by an authorized representative of each Party.

[Signature page follows]

The Parties have caused this Agreement to be executed as of the date set forth above by duly authorized persons.

Anivive Lifesciences, Inc.

DocuSigned by:

By: _____
Name: Dylan Balsz
Title: Chief Executive Officer

Dechra Limited

By: _____
Name: Ian Page
Title: Chief Executive Officer


(Signature page to Trademark Assignment Agreement)

The Parties have caused this Agreement to be executed as of the date set forth above by duly authorized persons.

Anivive Lifesciences, Inc.

By: _____
Name: Dylan Balsz
Title: Chief Executive Officer

Dechra Limited

By:  _____
Name: Ian Page
Title: Chief Executive Officer

(Signature page to Trademark Assignment Agreement)

Exhibit A

Assignor Trademarks

Case No.	Trademark Name	Country	Status	Application No.	Filing Date	Reg Date	Reg No
ALIFE.025IAU	LAVERDIA	AU	Registered	1582461	12/22/20	12/22/20	1582461
ALIFE.025IBR	LAVERDIA	BR	Published	1582461	12/22/20		
ALIFE.025ICN	LAVERDIA	CN	Registered	1582461	12/22/20	12/22/20	1582461
ALIFE.025IJP	LAVERDIA	JP	Pending	1582461	12/22/20		
ALIFE.025IKR	LAVERDIA	KR	Pending	1582461	12/22/20		
ALIFE.025INZ	LAVERDIA	NZ	Registered	1582461	12/22/20	12/22/20	1582461
ALIFE.025IST	LAVERDIA	US	Allowed	88/290878	2/6/19		
ALIFE.025IWCA	LAVERDIA	CA	Pending	1997876	11/26/19		
ALIFE.025IWEM	LAVERDIA	EM	Registered	18101657	7/30/19	12/14/19	18101657
ALIFE.025IWGB	LAVERDIA	GB	Registered	UK00003417678	7/30/19	10/18/19	UK00003417678
ALIFE.025IWGB2	LAVERDIA	GB	Registered	18101657	7/30/19	12/14/19	UK00918101657
ALIFE.025IWWO	LAVERDIA	International Madrid App.	Registered	1582461	12/22/20	12/22/20	1582461

(Exhibit A to Trademark Assignment Agreement)