

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM738129

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Frontida BioPharm, Inc.		12/01/2021	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United Rearch Laboratories, LLC		
<b>Street Address:</b>	1100 Orthodox Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19124		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90167625	UNITED RESEARCH LABORATORIES	
<b>Registration Number:</b>	2784491	URL MUTUAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3018960607		
<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>			
<b>Phone:</b>	2403304520		
<b>Email:</b>	uspto.filings@bw-iplaw.com		
<b>Correspondent Name:</b>	Joseph W. Berenato, III		
<b>Address Line 1:</b>	6550 Rock Spring Drive, Suite 240		
<b>Address Line 4:</b>	Bethesda, MARYLAND 20817		
<b>ATTORNEY DOCKET NUMBER:</b>	6529.100		
<b>NAME OF SUBMITTER:</b>	Joseph W. Berenato, III		
<b>SIGNATURE:</b>	/jwb/		
<b>DATE SIGNED:</b>	06/30/2022		
<b>Total Attachments: 10</b>			
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**SEPARATION AND DISTRIBUTION AGREEMENT**

THIS SEPARATION AND DISTRIBUTION AGREEMENT (this "Agreement") is dated as of December 1, 2021, by and among the following parties:

- (i) ~~Frontida BioPharm, Inc.~~, a Pennsylvania corporation (the "Company");
- (ii) ~~United Research Laboratories~~ LLC, a Pennsylvania limited liability company and wholly owned subsidiary of the Company ("URL");
- (iii) Granlen, Inc., a California corporation and wholly owned subsidiary of the Company ("Granlen"); and
- (iv) Frontida Biopharm Technology (Beijing) Co., Ltd., a company organized under the laws of China and wholly owned subsidiary of the Company ("Frontida China Beijing").

**RECITALS**

WHEREAS, the holders (the "Series A Preferred Shareholders") of Series A Nonvoting Convertible Preferred Stock of the Company (the "Series A Preferred Stock") and the holders (the "Common Shareholders" and collectively with the Series A Preferred Shareholders, the "Securityholders") of Common Stock of the Company (the "Common Stock") set forth on Schedule I attached hereto together hold all of the issued and outstanding Series A Preferred Stock and Common Stock, in each case in the amounts set forth next to each Securityholder's name on Schedule I attached hereto;

WHEREAS, the Company owns all of the issued and outstanding equity interests of URL;

WHEREAS, URL owns 50% of the issued and outstanding equity interests of FB-HRS LLC, a Pennsylvania limited liability company ("FBHRS");

WHEREAS, the Company owns all of the issued and outstanding equity interests of Granlen, which in turn owns all of the issued and outstanding equity interests of Granlen (Zhengzhou) Medical Technology Co., Ltd., a company organized under the laws of China ("Granlen China");

WHEREAS, Frontida China Beijing owns 85% of the issued and outstanding equity interests of Frontida Biopharm Technology (Zhengzhou) Co., Ltd., a company organized under the laws of China ("Frontida China Zhengzhou");

WHEREAS, on October 19, 2021, the Company, Adare Pharma US, Inc. ("Purchaser"), Frontida Merger Sub, Inc. ("Merger Sub"), and Shareholder Representative Services LLC, in its capacity as the representative of the shareholders of the Company, entered into that certain Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Company with the Company continuing as the surviving corporation (the "Merger");

WHEREAS, as a condition to the consummation of the transactions contemplated by the Merger Agreement, the Company has agreed to transfer the assets and liabilities of its China business (the "Frontida China Assets and Liabilities") and certain URL-related intellectual property (the "URL Assets and Liabilities") to URL and distribute the ownership interests in URL to the Securityholders;

WHEREAS, in order to give effect to the foregoing, and in accordance with the transaction steps and Tax treatment set forth in the Restructuring Steps Memorandum, the Company wishes to distribute to the Securityholders all of the issued and outstanding equity interests of URL (the "URL Units"), in the amounts set forth next to each Securityholder's name on Schedule I attached hereto;

(c) The Company hereby assigns and contributes to URL, and URL hereby acquires and accepts, all of the Company's title and interest in and to, and assumes all Liabilities relating to, the issued and outstanding equity interests of Granlen and Frontida China Beijing.

(d) The Company hereby assigns and contributes to URL, and URL hereby acquires and accepts, all of the Company's title and interest in and to, and assumes all Liabilities relating to, fifty percent (50%) the issued and outstanding equity interests of FBHRS, which such equity interests comprise all of the equity interests of FBHRS held by the Company.

(e) The Company hereby assigns and contributes to URL, and URL hereby acquires and accepts, all of the Company's title and interest in and to, and assumes all Liabilities relating to, 11,103 shares of capital stock of Chimerix Inc., a Delaware corporation ("Chimerix"), which such shares comprise all of the equity interests of Chimerix held by the Company.

(f) The Company hereby assigns and contributes to URL, and URL hereby acquires and accepts, all of the Company's right, title and interest in and to, and assumes all Liabilities relating to, the active pharmaceutical ingredients listed on Schedule 2.2(f) attached hereto.

(g) The Company hereby assigns and contributes to URL, and URL hereby acquires and accepts, all of the Company's right, title and interest in and to, and assumes all Liabilities relating to, the equipment listed on Schedule 2.2(g) attached hereto.

(h) The Company hereby assigns and contributes to URL, and URL hereby acquires and accepts, all of the Company's right, title and interest in and to, and assumes all Liabilities relating to, the program management fee payable with respect to the period following the Effective Time pursuant to that certain Project Proposal, dated March 9, 2020, by and between FB-HRS, LLC and Frontida BioPharm, Inc. (the "FBHRS Proposal"). For the avoidance of doubt, except as noted in the previous sentence, the Company's rights, title and interest in and to the FBHRS Proposal will not be assigned to URL and will remain with the Company following the Effective Time.

(i) The Company hereby assigns to URL, and URL hereby assumes, all of the Company's obligations with respect to any contingent payment amounts payable pursuant to that certain Stock Purchase Agreement, dated as of September 17, 2019, by and between the Company and Dr. Haoyun An.

~~(j) The Company hereby assigns and contributes to URL, and URL hereby acquires and accepts, all of the Company's right, title and interest in and to, and assumes all Liabilities relating to, the registered trademarks and servicemarks set forth on Schedule 2.2(j), as further evidenced by that Intellectual Property Assignment Agreement, substantially in the form attached as Exhibit B hereto.~~

**Section 2.3** URL Units. The URL Units, when distributed to the Securityholders in accordance with the terms hereof, will have the rights, preferences, privileges and restrictions set forth in the Amended and Restated LLC Agreement. The Company shall distribute to each of the Securityholders its respective URL Units upon the delivery to URL of such Securityholder's counterpart signature to the Amended and Restated LLC Agreement. Following the transactions contemplated by this Agreement, neither the Company nor any of its Subsidiaries shall have any further right, title or interest in any URL Units.

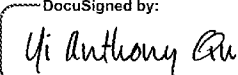
**Section 2.4** Consents to Certain Assignments.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to transfer or assign any asset, permit, claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention under any contract or law to which the Company is a party or by which it is bound, or in any way adversely affect the rights of the Company or, upon transfer, the URL Group under such asset, permit, claim or right (a "Non-Assignable Asset"). If any consent is not obtained prior to Closing and as a result thereof the URL Group shall be prevented by such third party from receiving the rights and benefits with respect to such Non-Assignable Asset intended to be transferred hereunder, or if any attempted assignment would adversely affect the

IN WITNESS WHEREOF, the parties have executed this Separation and Redemption Agreement as of the day and year first above written.

**THE COMPANY:**

**FRONTIDA BIOPHARM, INC**

DocuSigned by:  
By:   
Name: Yi Anthony Qu  
Title: Chief Operating Officer

**URL:**

**UNITED RESEARCH LABORATORIES,  
LLC**

By: \_\_\_\_\_  
Name: Ron Connolly  
Title: Authorized Representative

**GRANLEN:**

**GRANLEN, INC.**

By: \_\_\_\_\_  
Name: Haoyun An  
Title: President

**FRONTIDA CHINA BEIJING:**

**FRONTIDA BIOPHARM TECHNOLOGY  
(BEIJING) CO., LTD.**

By: \_\_\_\_\_  
Name: Philip Fang  
Title: General Manager

IN WITNESS WHEREOF, the parties have executed this Separation and Redemption Agreement as of the day and year first above written.

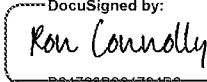
**THE COMPANY:**

FRONTIDA BIOPHARM, INC.

By: \_\_\_\_\_  
Name: Yi Anthony Qu  
Title: Chief Operating Officer

**URL:**

UNITED RESEARCH LABORATORIES,  
LLC

By:  \_\_\_\_\_  
Name: Ron Connolly  
Title: Authorized Representative

**GRANLEN:**

GRANLEN, INC.

By: \_\_\_\_\_  
Name: Haoyun An  
Title: President

**FRONTIDA CHINA BEIJING:**

FRONTIDA BIOPHARM TECHNOLOGY  
(BEIJING) CO., LTD.

By: \_\_\_\_\_  
Name: Philip Fang  
Title: General Manager

**Schedule 2.2(f)**

**Transferred Frontida IP**

The following registered trademarks and servicemarks of the Company:

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
URL MUTUAL and design	U.S.	06/23/1998	75507210	11/18/2003	2784491
UNITED RESEARCH LABORATORIES	U.S.	09/09/2020	90167625	Pending	Pending

The following unregistered trademarks and servicemarks of the Company:

1. URL PHARMA SMARTER SCIENCE. SAFER MEDICINES. (design)
2. SMARTER SCIENCE. SAFER MEDICINES.
3. URL PHARMA
4. URL
5. UNITED RESEARCH LABORATORIES

**Exhibit E**

**Company IP Assignment Agreement**

[See attached.]



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is dated as of December 1, 2021, by and between Frontida BioPharm, Inc., a Pennsylvania corporation (the "Company"), and United Research Laboratories, LLC, a Pennsylvania limited liability company ("URL"). The Company and URL are referred to herein collectively as the "Parties" or individually as a "Party". Capitalized terms used herein but not defined herein shall have the meaning given to them in the Merger Agreement (as defined below).

### RECITALS:

WHEREAS, on October 19, 2021, the Company, Adare Pharma US, Inc. ("Purchaser"), Frontida Merger Sub, Inc. ("Merger Sub"), and Shareholder Representative Services LLC, in its capacity as the representative of the shareholders of the Company, entered into that certain Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which Merger Sub will be merged with and into the Company with the Company continuing as the surviving corporation (the "Merger");

WHEREAS, as a condition to the consummation of the transactions contemplated by the Merger Agreement, the Company has agreed to transfer the assets and liabilities of its China business and certain URL-related intellectual property to URL;

WHEREAS, in order to give effect to the foregoing, the Company desires to assign, transfer and set over to URL, and URL desires to accept, all of the Company's right, title, benefit, and interest in and to certain registered and unregistered trademarks and servicemarks of the Company;

NOW, THEREFORE, in consideration of the premises, the respective representations, warranties and agreements set forth in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

**1. Assignment.** The Company hereby assigns, transfers and sets over to URL, and URL hereby acquires, accepts and assumes, all of the Company's right, title, benefit, privileges, interest, burdens, obligations and liabilities in and to the registered and unregistered trademarks and servicemarks set forth on Annex A hereto, and any future goodwill associated therewith.

**2. Further Assurances.** The Parties covenant that they will execute such additional instruments and take such actions as may be reasonably requested by the other Party to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

**3. Representations and Warranties.** Each Party hereby represents and warrants to the other Party as follows:

(a) This Agreement has been duly authorized by all necessary action of such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms; and

(b) The execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated hereby will not: (i) conflict with, or result in a breach or violation of, any provision of such Party's governing or organizational documents or; or (ii) violate any order, law, rule, or regulation applicable to such Party or by which such Party or any of its properties or assets may be bound.

**4. Successors and Assigns.** This Agreement shall inure to the benefit of, be enforceable by, and be binding upon the Parties and their respective successors and assigns.

**5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles.

**6. Severability.** The provisions of this Agreement are severable and the invalidity of one or more of the provisions herein shall not affect the validity or enforceability of any other provision.

**7. Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against either of the Parties, whether under any rule of construction or otherwise. No Party to this Agreement shall be considered the draftsman. The Parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all Parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all Parties hereto.

**8. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the transactions contemplated herein. All prior agreements among the Parties concerning the subject matter hereof, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be altered, modified, or discharged orally but only by an agreement in writing.

**9. Authority and Execution.** Each individual signing this Agreement on behalf of a corporation or other entity warrants that such individual is authorized to do so. This Agreement may be executed separately by each Party in multiple originals, and each original of this Agreement separately executed by one Party, when assembled with one or more copies of this Agreement separately executed by the other Parties, shall be and constitute a fully executed original of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the day and year first above written.

**COMPANY:**

FRONTIDA BIOPHARM, INC.

By: \_\_\_\_\_  
Name:  
Title:

**URL:**

UNITED RESEARCH LABORATORIES,  
LLC

By: \_\_\_\_\_  
Name:  
Title:

## Annex A

The following registered trademarks and servicemarks of the Company:

Trademark	Jurisdiction	Filing Date	Serial Number	Registration Date	Registration Number
URL MUTUAL and design	U.S.	06/23/1998	75507210	11/18/2003	2784491
UNITED RESEARCH LABORATORIES	U.S.	09/09/2020	90167625	Pending	Pending

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