

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Indi Molecular, Inc.		03/02/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Regeneron Pharmaceuticals, Inc.		
Street Address:	777 Old Saw Mill River Road		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4804398	PCC INSIDE	
Registration Number:	4804399	PCC INSIDE	
Registration Number:	4889802	PCC INSIDE	
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>			
Phone:	2032937524		
Email:	trademark@ruggieroip.com		
Correspondent Name:	Jeffrey J. Scepanski		
Address Line 1:	Ruggiero McAllister & McMahon LLC		
Address Line 2:	One Landmark Square		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Jeffrey J. Scepanski		
SIGNATURE:	/JJS/		
DATE SIGNED:	07/05/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”), made and entered into this 2nd day of March, 2022 (“**Effective Date**”), by and between Indi Molecular, Inc., a Delaware corporation (“**Assignor**”) and Regeneron Pharmaceuticals, Inc., a New York corporation (“**Assignee**”). Assignor and Assignee may each be referred to herein individually as a “**Party**” and, collectively, as the “**Parties.**” All capitalized terms used in this Assignment but not otherwise defined herein have the meaning ascribed to them in the APA (as defined below).

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignor and Assignee are entering into that certain Asset Purchase Assignment (the “**APA**”) pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, among other assets, the Trademarks (as defined below) and Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding Governmental Authorities in other applicable jurisdictions.

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

1. Assignment. Assignor hereby irrevocably assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in and to the trademarks set forth on Exhibit A attached hereto, together with all of the goodwill associated therewith (collectively, the “**Trademarks**”), including all (i) rights to seek and maintain registrations for all such Trademarks throughout the world, (ii) income, royalties and other proceeds now or hereafter due or payable with respect to such Trademarks, and (iii) rights to bring actions, whether at law or in equity, and to recover damages, lost profits and secure injunctive and other legal and equitable relief for all past, present and future infringements, misappropriations and other violations of such Trademarks.

2. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding Governmental Authorities in other applicable jurisdictions to record this Assignment upon Assignee’s request. From and after the Effective Date, Assignor shall execute and deliver such additional documents and take such further actions as Assignee and its successors, assigns and its and their respective legal representatives may request, at their sole cost and expense, to effectuate, evidence or perfect the assignment of the Trademarks to Assignee or any successor or assignee thereto, including executing all additional documents and taking all further actions required by the private registrars of the domain names included in the Trademarks.

3. Terms of the APA. This Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but will 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 will govern.

4. Governing Law. This Assignment and all disputes and causes of action based upon, arising out of or relating to this Assignment will be governed by and construed in accordance with the laws of the United States and the State of Delaware, without giving effect to any choice of law provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the laws of the United States and the State of Delaware.

5. Counterparts. This Assignment may be signed in any number of counterparts, each of which will be deemed to be an original, with the same effect as if the signatures on each counterpart were upon the same instrument. Signatures may be delivered via electronic mail, facsimile or other form of electronic transmission

6. Successors and Assigns. This Assignment will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNEE:

REGENERON PHARMACEUTICALS, INC.

By: Nouhad Husseini

Name: Nouhad Husseini

Title: SVP, Head of Business Development and Corporate Strategy

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

INDI MOLECULAR, INC.

By:  _____

Name: Albert A. Luderer

Title: CEO

[Signature Page to Trademark Assignment]