## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM751289

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900705161
SEQUENCE:	1

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Orphazyme A/S		06/07/2022	Corporation: DENMARK

#### **RECEIVING PARTY DATA**

Name:	KemPharm, Inc.	
Street Address:	1180 Celebration Blvd.	
Internal Address:	Suite 103	
City:	Celebration	
State/Country:	FLORIDA	
Postal Code:	34747	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	90251059	AMPLIFYASSIST
Serial Number:	88837944	MIIPLYFA
Serial Number:	88837990	MIPLYFFA
Serial Number:	88856405	
Serial Number:	88856535	
Registration Number:	6208355	MYPLIFA

#### CORRESPONDENCE DATA

**Fax Number:** 3127758100

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.

**Phone:** 3127758000

**Email:** trademarks@mcandrews-ip.com

Correspondent Name: Malaika D. Tyson
Address Line 1: 500 W Madison St

Address Line 2: 34th FI

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 91558US01

TRADEMARK
REEL: 007786 FRAME: 0690

900716260

NAME OF SUBMITTER:	Malaika D. Tyson	
SIGNATURE:	/MDT/	
DATE SIGNED:	08/25/2022	

## **Total Attachments: 6**

source=KemPharm-Orphazyme\_Trademark Assignment\_Fully Executed#page1.tif source=KemPharm-Orphazyme\_Trademark Assignment\_Fully Executed#page2.tif source=KemPharm-Orphazyme\_Trademark Assignment\_Fully Executed#page3.tif source=KemPharm-Orphazyme\_Trademark Assignment\_Fully Executed#page4.tif source=KemPharm-Orphazyme\_Trademark Assignment\_Fully Executed#page5.tif source=KemPharm-Orphazyme\_Trademark Assignment\_Fully Executed#page6.tif

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of 31 May 2022 (the "Effective Date"), by and between **Orphazyme A/S**, a company incorporated and registered under the laws of Denmark having its registered address at Ole Maaløes Vej 3, 2200 København, Denmark ("Assignor") and **KemPharm, Inc.**, a company incorporated and registered under the laws of the state of Delaware having its principal executive office at 1180 Celebration Blvd., Suite 103, Celebration, Florida 34747, USA of Delaware having its principal executive office at 1180 Celebration ("Assignee").

#### **RECITALS**

**WHEREAS**, Assignor owns the registered trademarks and trademark applications set forth in <u>Schedule A</u> (the "<u>Assigned Trademarks</u>"); and

**WHEREAS**, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Trademarks and Assignor has agreed to assign all of its right, title and interest in and to the Assigned Trademarks to Assignee; and

**WHEREAS**, the parties wish to record such acquisition and assignment in the United States Patent and Trademark Office ("<u>USPTO</u>") and any other applicable intellectual property offices throughout the world.

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

- Assignment. Effective as of the Effective Date, Assignor has sold, assigned and transferred, and by
  these presents does sell, assign and transfer unto the Assignee, its successors and assigns the entire
  right, title and interest in and to the Assigned Trademarks, any trademark, service mark, trade name,
  domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks
  set forth in Schedule A hereto, any registration or application for registration of any of the foregoing
  (including the registrations and applications for registration set forth in Schedule A hereto), and any
  goodwill associated with any of the foregoing.
- 2 <u>Recordation</u>. Assignor hereby authorizes the Commissioner of Trademarks in the USPTO and all other comparable foreign offices throughout the world to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.
- 3 Governing Law. This Assignment will be governed by, and construed in accordance with the laws of the State of Delaware, United States of America without giving effect to the conflict of laws rules thereof.
- 4. <u>Further Assurances</u>. From and after the date herein, upon the reasonable written request of Assignee, Assignor shall execute, acknowledge and deliver any and all additional documents that may be necessary from time to time to protect and record title to the Assigned Patents to Assignee and to carry out the intent of this Assignment.

[Signature page follows]

Orphazyme A/8:			
By:			
Name: Anders Vadsholt (CEO) and Ge	eorges Gemayel (C	hairman)	
Title: CEO and Chairman		·	
Date: <u>June 74 202</u>	Ž.		
$\mathcal{J}$			
STATE OF			
): SS			
COUNTY OF,			
SUBSCRIBED, SWORN TO and ACI	KNOWLEDGED &	efore me by	
	on this	day of	, 2022
My Commission Expires:			
Notary Public, State-at-Large			

Orphazyme A/S:	
A management of the second of	
By: App View Call Man	
Name: Anders Vadsholt (CEO) and Georges Gemayel (Chairman)	
Title: CEO and Chairman	
Date:	
STATE OF	
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COUNTY OF	
SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me by	
on this day of , 202	22
My Commission Expires:	
Notary Public, State-at-Large	

Orphazyme A/S:				
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KemPharm, Inc:  By:				
COUNTY OF Grange	}			
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Travis Mickle		on this Z	o day of June	, 2022.
Travis Mickle My Commission Expires 2	ctober 5	72023		
Notary Public, State-at-Large		<del></del>	Notary 18 2 Comr or My Com	USAN I. SAOKER Public - State of Florida hission # GG-915578 m. Expires Oct 5, 2023

# SCHEDULE A

ASSIGNED TRADEMARKS

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.
AMPLIFY ASSIST	United States	90251059	
MIIPLYFA	United States	88837944	
MIPLYFFA	United States	88837990	1
MYPLIFA	United States	88160757	6208355
MYPLIF A Design (B&W)	United States	88856405	,
MYPLIF A Design (Color)	United States	88856535	
ELIFBO	European Union	017971435	017971435
MTIPLYFA	European Union	018212165	018212165
MIPLYFFA	European Union	018212166	018212166
MYPLIFA	European Union	017971440	017971440
MYPLIF A Design (B&W)	European Union	018219237	018219237
MYPLIF A Design (Color)	European Union	018219499	018219499
ORSKYA	European Union	017971467	017971467
RDEPLY	European Union	017971470	017971470
ELJFBO	United Kingdom	17971435	UK00917971435
MIIPLYFA	United Kingdom	18212165	UK00918212165
MIPLYFFA	United Kingdom	18212166	UK00918212166
MYPLIFA	United Kingdom	17971440	UK00917971440
MYPLIF A Design (B&W)	United Kingdom	18219237	UK00918219237
MYPLIF A Design (Color)	United Kingdom	18219499	UK00918219499
ORSKYA	United Kingdom	17971467	UK00917971467
RDEPLY	United Kingdom	17971470	UK00917971470

**RECORDED: 07/06/2022**