

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759632

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900709191		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saol International Limited		11/22/2021	Limited Company: BERMUDA
RECEIVING PARTY DATA			
Name:	Kamada Limited		
Street Address:	2 Holzman St, Science Park,		
City:	Rehovot		
State/Country:	ISRAEL		
Postal Code:	7670402		
Entity Type:	company limited by shares: ISRAEL		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3240650	VARIZIG	
Registration Number:	3303814	HEPAGAM B	
Registration Number:	3336211	HEPAGAM B	
Registration Number:	1484984	WINRHO	
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:	bnus@haugpartners.com		
Correspondent Name:	Ben Natter		
Address Line 1:	745 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10151		
ATTORNEY DOCKET NUMBER:	A654-39		
NAME OF SUBMITTER:	Juan Villazon		
SIGNATURE:	/Juan Villazon/		
DATE SIGNED:	10/07/2022		
Total Attachments: 12			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this “Agreement”) is made effective November 22, 2021, by and among Saol International Limited, a Bermuda limited company (“SIL”), Saol Bermuda Limited, a Bermuda limited company (“SBL” and together with SIL, the “Assignors”) and Kamada Limited, a company limited by shares incorporated in Israel (“Assignee”). Assignors and Assignee are each referred to herein as a “Party” and, collectively, as the “Parties”.

RECITALS

A. Pursuant to that certain Asset Purchase Agreement (the “Asset Purchase Agreement”), dated as of the date hereof, by and among SIL, SBL, Saol Therapeutics Research Limited, an Irish limited company (“STRL”), Saol Therapeutics Inc., a Delaware corporation (“STI”) and Saol US Inc., a Delaware corporation (“SUSI” and, together with SIL, SBL, STI and STRL, on a joint and several basis, the “Sellers” and each, individually, a “Seller”), and Assignee and Kamada Inc., a Delaware corporation and a wholly owned subsidiary of Assignee, Sellers agreed to assign or cause their respective Affiliates to assign certain assets to Assignee, including the trademarks set forth on Exhibit A hereto (the “Marks”), the domain names set forth on Exhibit B (“Domain Names”), and the goodwill of the business associated therewith and symbolized thereby. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

B. The execution and delivery of this Agreement is a requirement under the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Each Assignor hereby assigns, conveys and transfers unto Assignee, such Assignor’s entire right, title and interest in, to and under the Marks and Domain Names, including (i) all goodwill associated therewith and symbolized thereby and (ii) the right to sue and recover for past, present, and future dilution, infringement or other misuse of the Marks, and Assignee does hereby accept the foregoing assignment of the Marks and Domain Names from each Assignor.

2. Authorization. Each Assignor hereby authorizes the Director of the United States Patent and Trademark Office and the empowered official of any other jurisdiction whose duty it is to record trademark registrations and applications to record the Marks held by such Assignor as the property of Assignee.

Each Assignor agrees, at Assignee’s request, that it shall promptly take such actions as may be reasonably necessary in order to render this Assignment fully effective, including unlocking the Domain Names so as to permit their transfer, providing any authorization or other codes required

for the transfer, and answering in the affirmative any request from the registrar of the Domain Names for authorization to complete the transfer.

3. Asset Purchase Agreement Controls. Nothing express or implied in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, limit, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or rights and remedies, or any of the obligations of any Party set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

4. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the Laws of the State of New York (regardless of the Laws that might otherwise govern under applicable New York principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. IN THE EVENT ANY PARTY TO THIS AGREEMENT COMMENCES ANY LITIGATION, PROCEEDING OR OTHER LEGAL ACTION IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR ANY MATTERS DESCRIBED OR CONTEMPLATED HEREIN, WITH RESPECT TO ANY OF THE MATTERS DESCRIBED OR CONTEMPLATED HEREIN, THE PARTIES TO THIS AGREEMENT HEREBY (I) AGREE THAT ANY LITIGATION, PROCEEDING OR OTHER LEGAL ACTION SHALL BE INSTITUTED IN A COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE CITY OF NEW YORK, NEW YORK, WHETHER A STATE OR FEDERAL COURT; (II) AGREE THAT IN THE EVENT OF ANY SUCH LITIGATION, PROCEEDING OR ACTION, SUCH PARTIES WILL CONSENT AND SUBMIT TO PERSONAL JURISDICTION IN ANY SUCH COURT DESCRIBED IN CLAUSE (I) OF THIS SECTION 4(a) AND TO SERVICE OF PROCESS UPON THEM IN ACCORDANCE WITH THE RULES AND STATUTES GOVERNING SERVICE OF PROCESS (IT BEING UNDERSTOOD THAT NOTHING IN THIS SECTION SHALL BE DEEMED TO PREVENT ANY PARTY FROM SEEKING TO REMOVE ANY ACTION TO A FEDERAL COURT IN NEW YORK, NEW YORK); (III) AGREE TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH LITIGATION, PROCEEDING OR ACTION IN ANY SUCH COURT OR THAT ANY SUCH LITIGATION, PROCEEDING OR ACTION WAS BROUGHT IN AN INCONVENIENT FORUM; (IV) AGREE THAT SERVICE OF PROCESS IN ANY LEGAL PROCEEDING MAY BE MADE BY MAILING OF COPIES THEREOF TO SUCH PARTY AT ITS ADDRESS SET FORTH IN SECTION 8.3 OF THE ASSET PURCHASE AGREEMENT FOR COMMUNICATIONS TO SUCH

PARTY; (V) AGREE THAT ANY SERVICE MADE AS PROVIDED HEREIN SHALL BE EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (VI) AGREE THAT NOTHING HEREIN SHALL AFFECT THE RIGHTS OF ANY PARTY TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. EACH PARTY HERETO WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR ANY MATTERS DESCRIBED OR CONTEMPLATED HEREIN, AND AGREE TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.

- (b) Amendment. This Agreement may be amended, modified or supplemented only by written agreement of all Parties.
- (c) Waiver. No failure or delay by a Party in enforcing any of such Party's rights under this Agreement will be deemed to be a waiver of such rights. No single or partial exercise of a Party's rights will be deemed to preclude any other or further exercise of such Party's rights under this Agreement. No waiver of any of a Party's rights under this Agreement will be effective unless it is in writing and signed by such Party.
- (d) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of the other Party (not to be unreasonably withheld); provided that (i) either Party may assign its rights, interests and obligations under this Agreement to any Affiliate of such Party or to any Person who acquires all or substantially all of such Party's assets, and (ii) subject to Section 2.9(e)(ii) of the Asset Purchase Agreement, Assignee may assign its rights, interests and obligations under this Agreement, to any Person to whom it transfers all or substantially all of the Acquired Assets. In the event that either Party assigns its rights, interests and obligations hereunder without the consent of the other Party in accordance with the foregoing, the assigning Party shall promptly notify the other Party of such assignment and the identity of the assignee. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their successors and permitted assigns. Any assignment of this Agreement or any of the rights, interests or obligations hereunder, in whole or in part, in contravention of this Section 4(d) shall be void *ab initio*.
- (e) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their successors and permitted assigns.
- (f) Severability. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, it shall be ineffective in such

jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor the remaining provisions hereof, nor render unenforceable such provision in any other jurisdiction, unless the effect of rendering such provision ineffective would be to substantially deviate from the expectations and intent of the Parties in entering into this Agreement. In the event any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the Parties shall use reasonable best efforts to substitute a valid, legal and enforceable provision which, insofar as practical, implements the purposes hereof.

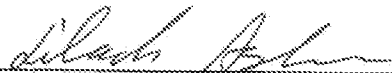
- (g) Counterparts. This Agreement may be executed in counterparts (including using any electronic signature covered by the United States ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable Law, e.g., www.docusign.com), and such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method. Such delivery of counterparts shall be conclusive evidence of the intent to be bound hereby and each such counterpart, including those delivered in electronic format, and copies produced therefrom shall have the same effect as an originally signed counterpart. To the extent applicable, the foregoing constitutes the election of the Parties to invoke any Law authorizing electronic signatures. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement, shall be disregarded in determining a Party's intent or the effectiveness of such signature. No Party shall raise the use the delivery of signatures to this Agreement in electronic format as a defense to the formation of a contract and each such Party forever waives any such defense.

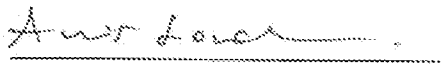
[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, this Trademark and Domain Name Assignment Agreement has been duly executed and delivered by a duly authorized representative of each party hereto as of the date first above written.

ASSIGNEE:

KAMADA LIMITED

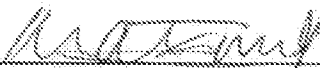
By: 
Name: Lilach Asher Topilsky
Title: Chairman of the Board

By: 
Name: Amir London
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

SIL:

SAOL INTERNATIONAL LIMITED

By: 

Name: Kevin Josley

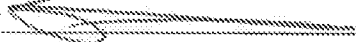
Title: CEO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007822 FRAME: 0111

SBL:

SAOL BERMUDA LIMITED

By:  _____

Name: ZOE HANSON

Title: DIRECTOR

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007822 FRAME: 0112

Exhibit A

Marks

I. U.S. Trademark Applications and Registrations

Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Saol International Limited	VARIZIG	78679351	07/27/05	3240650	05/08/07
Saol International Limited	HEPAGAM B	78676454	07/22/05	3303814	10/02/07
Saol International Limited	HEPAGAM B	78628420	05/12/05	3336211	11/13/07
Saol International Limited	WINRHO	73664870	06/05/87	1484984	04/19/88
Saol Bermuda Limited	CYTOGAM	74178919	06/21/91	1742103	12/22/1992

II. Non-U.S. Trademark Applications and Registrations

Owner	Country	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Saol International Limited	Argentina	WINRHO	3126121	11/01/2011	2498384	04/16/2012
Saol International Limited	Australia	WINRHO	777860	11/10/1998	777860	07/09/1999
Saol International Limited	Bolivia	WINRHO SDF	SM-2147-07	06/04/2007	127202-C	05/13/2011
Saol International Limited	Brazil	WINRHO	450669	10/14/1998	821126857	12/26/2001
Saol International Limited	Canada	HEPAGAM B	1,225,310	07/29/2004	TMA697,985	10/05/2007

Saol International Limited	Canada	HEPAGAM B	1,307,353	06/29/2006	TMA699,021	10/19/2007
Saol International Limited	Canada	VARIZIG	1,047,524	02/21/2000	TMA660,889	03/16/2006
Saol International Limited	Canada	WINRHO	566,455	07/21/1986	TMA327,512	05/15/1987
Saol International Limited	Canada	WINRHO SDF	847,086	06/05/1997	TMA495,113	05/22/1998
Saol International Limited	Chile	WINRHO	1222761	02/28/2006	1225700	08/17/2016
Saol International Limited	China	WINRHO	4819579	07/07/2005	4819579	01/13/2009
Saol International Limited	Colombia	WINRHO	02009454	02/06/2002	350167	02/26/2008
Saol International Limited	Dominican Republic	WINRHO SDF	2007-26022	05/14/2007	162164	07/31/2007
Saol International Limited	Ecuador	WINRHO	167291	02/06/2006	6000-07	08/14/2007
Saol International Limited	Egypt	WINRHO	390235	04/15/2019	390235	12/20/2020
Saol International Limited	El Salvador	WINRHO SDF	94775-2007	06/15/2007	188 book 108	06/18/2008
Saol International Limited	European Union	WINRHO	525808	04/29/1997	525808	03/21/2001

Saol International Limited	United Kingdom	WINRHO	UK00900525808	04/29/1997	UK00900525808	03/21/2001
Saol International Limited	Honduras	WINRHO SDF	15463-2007	05/10/2007	105.232	06/17/2008
Saol International Limited	Israel	WINRHO	123876	11/15/1998	123876	04/06/2000
Saol International Limited	Kuwait	HEPAGAM B	2020/360	01/09/2020	1620638	01/09/2020
Saol International Limited	Kuwait	VARIZIG	2020/359	01/09/2020	1620648	01/09/2020
Saol International Limited	Kuwait	WINRHO SDF	2020/361	01/09/2020	1620647	01/09/2020
Saol International Limited	Nicaragua	WINRHO SDF	2007-02762	08/07/2007	0900003LM	01/04/2009
Saol International Limited	Paraguay	WINRHO SDF	15982/2007	05/28/2007	311269	05/27/2008
Saol International Limited	Peru	WINRHO	666640-2016	01/24/2006	118128	08/10/2006
Saol International Limited	Switzerland	WINRHO	03230/1997	04/24/1997	2P-447641	03/12/2007
Saol International Limited	Turkey	WINRHO	98/015998	11/12/1998	205201	12/22/1999
Saol International Limited	Uruguay	WINRHO	2183885	01/24/2006	368,329	01/09/2009

Saol International Limited	Venezuela	WINRHO	16162006	01/31/2006	P281829	10/17/2007
Saol Bermuda Limited	European Union	CYTOGAM	005657788	02/01/2007	005657788	02/12/2008
Saol Bermuda Limited	United Kingdom	CYTOGAM	UK00905657788	02/01/2007	UK00905657788	02/12/2008
Saol Bermuda Limited	Turkey	CYTOGAM	94/005478	06/01/1994	153481	11/04/1994
Saol Bermuda Limited	Argentina	CYTOGAM	2886579	01/08/2009	2350935	03/10/2010
Saol Bermuda Limited	Switzerland	CYTOGAM	59527/2010	09/09/2010	609723	12/23/2010
Saol Bermuda Limited	Brazil	CYTOGAM	830547894	03/16/2010	830547894	03/21/2017
Saol Bermuda Limited	New Zealand	CYTOGAM	846301	07/22/2011	846301	01/24/2012
Saol Bermuda Limited	Canada	CYTOGAM	0767549	11/01/1994	TMA467424	12/10/1996
Saol Bermuda Limited	Paraguay	CYTOGAM	1220430	04/30/2012	382594	07/03/2013

Exhibit B
Domain Names

Name	Status	Expiration
chickenpoxexposure.com	Active	4/26/2023
chickenpoxoutbreak.com	Active	4/26/2023
cytogam.com	Active	3/27/2026
hepagamb.ca	Active	9/26/2021
hepagamb.com	Active	9/26/2021
varizig.ca	Active	1/7/2022
varizig.com	Active	7/5/2021
varizigusa.com	Active	1/11/2022
winrho.ca	Active	9/29/2021
winrho.com	Active	5/15/2022