

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eisai R&D Management Co., Ltd.		01/24/2023	Limited Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	Catalyst Pharmaceuticals, Inc.		
Street Address:	355 Alhambra Circle, Suite 801		
City:	Coral Gables		
State/Country:	FLORIDA		
Postal Code:	33134		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4526076	FYCOMPA	
Registration Number:	4530969	FYCOMPA	
Registration Number:	4530970	FYCOMPA	
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:	ip@akerman.com		
Correspondent Name:	AKERMAN LLP		
Address Line 1:	777 SOUTH FLAGLER DRIVE		
Address Line 2:	Suite 1100 West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	Catalyst Pharmaceuticals		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	01/26/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is made as of this 24 day of January, 2023, by and between Eisai R&D Management Co., Ltd., a Japanese company, with its principal place of business located at 4-6-10 Koshikawa, Bunkyo-ku, Tokyo, 112-8088 (“**Assignor**”), and Catalyst Pharmaceuticals, Inc., a Delaware corporation, with its principal place of business located at 355 Alhambra Circle, Suite 801, Coral Gables, Florida 33134 (“**Buyer**”). Assignor and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Assignor is the owner of the trademarks, and of the U.S. trademark registrations therefor, in the Territory set forth on Schedule A attached hereto and made part hereof (collectively, the “**Purchased Trademarks**”);

WHEREAS, in connection with the Asset Purchase Agreement, dated as of December 17, 2022 (the “**Asset Purchase Agreement**”), by and between Eisai Co., Ltd., an Affiliate of Assignor, and Buyer, Buyer has agreed to acquire from Assignor, and Assignor has agreed to sell, transfer, convey, assign and deliver to Buyer, all of Assignor’s rights, title and interest in and to the Purchased Trademarks, together with all goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, agreements and promises contained herein and set forth in the Asset Purchase Agreement and the other Ancillary Agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

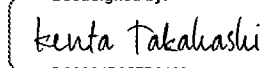
- 1. Defined Terms.** Unless otherwise specifically provided herein, capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
- 2. Conveyance and Acceptance.** Assignor hereby sells, assigns, transfers, conveys and delivers to Buyer, all of its rights, title and interest in and to the Purchased Trademarks in the Territory listed on Schedule A, including, in each case from and after the Closing, all rights to any proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademarks in the Territory, all rights to bring an action in the future, whether at law or in equity, in the Territory for infringement, misappropriation or other violations of the Purchased Trademarks against any third party, all rights to recover damages, profits, restitution and other legal or equitable relief (including injunctive relief) for any infringement, misappropriation or other violation of the Purchased Trademarks in each case whether such infringement, misappropriation, or other violations occur before, on, or after the Effective Date and to be awarded and collect or otherwise recover the foregoing, together with all goodwill in the Territory attaching to (i) the Purchased Trademarks, and (ii) that part of the business that relates to the goods or services for which the Purchased Trademarks are registered or used.

3. **Recordation.** Assignor hereby authorizes Buyer to record this Trademark Assignment with the U.S. Patent and Trademark Office, with Buyer bearing all costs and expenses relating thereto.
4. **Asset Purchase Agreement Controls.** This Trademark Assignment is subject to, and governed entirely in accordance with, the terms and conditions of the Asset Purchase Agreement.
5. **Further Assurances.** Upon Buyer's reasonable request, and at Buyer's cost and expense, Assignor shall execute and deliver to Buyer such further instruments, and shall take such further action, as may be reasonably required or necessary to carry out and fulfill the purposes and intent of this Trademark Assignment.
6. **Amendment.** This Trademark Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties.
7. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
8. **Governing Law.** This Trademark Assignment, the negotiation, execution or performance of this Trademark Assignment and any Disputes that may be based upon, arise out of or relate hereto (whether for breach of contract, tortious conduct or otherwise), will be governed by, and enforced and construed in accordance with, the Law of the State of Delaware, including its statutes of limitations, without regard to the conflict of Laws rules of such state that would result in the application of the Laws of another jurisdiction.
9. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

EISAI R&D MANAGEMENT CO., LTD.

By: 
Name: Kenta Takahashi
Title: President

CATALYST PHARMACEUTICALS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

EISAI R&D MANAGEMENT CO., LTD.

By: _____

Name:

Title:

CATALYST PHARMACEUTICALS, INC.

By:  _____



Name: Patrick J. McEnany

Title: Chairman, President and CEO

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

PURCHASED TRADEMARKS

Country	Trademark	Reg. Date	Reg. No.
United States	FYCOMPA	May 6, 2014	4526076
United States		May 13, 2014	4530969
United States		May 13, 2014	4530970