

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shire Human Genetic Therapies, Inc.		12/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oak Hill Bio Ltd.		
Street Address:	1 Ashley Road		
Internal Address:	3rd Floor		
City:	Altrincham, Cheshire		
State/Country:	UNITED KINGDOM		
Postal Code:	WA14 2DT		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5043649	BEBRYSA	
Registration Number:	5044313	COZIPREM	
Registration Number:	5044314	PREMVALO	
CORRESPONDENCE DATA			
Fax Number:	7036217155		
<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:	703-62-7140		
Email:	mailroom@mg-ip.com		
Correspondent Name:	P. Jay Hines		
Address Line 1:	125 S. Royal St.		
Address Line 4:	Alexandria, VIRGINIA 22314		
DOMESTIC REPRESENTATIVE			
Name:	Joe McKinney Muncy		
Address Line 1:	125 S. Royal St.		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	P. Jay Hines		

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SIGNATURE:	/pjh/
DATE SIGNED:	02/28/2023
Total Attachments: 6 source=2023-02-28 OHB Confirmatory Trademark Assignment - final fully signed#page1.tif source=2023-02-28 OHB Confirmatory Trademark Assignment - final fully signed#page2.tif source=2023-02-28 OHB Confirmatory Trademark Assignment - final fully signed#page3.tif source=2023-02-28 OHB Confirmatory Trademark Assignment - final fully signed#page4.tif source=2023-02-28 OHB Confirmatory Trademark Assignment - final fully signed#page5.tif source=2023-02-28 OHB Confirmatory Trademark Assignment - final fully signed#page6.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**"), effective as of January 27, 2022, is entered into the last date of signature below, between Shire Human Genetic Therapies, Inc., a Delaware corporation ("**Seller**") having its address at 300 Shire Way, Lexington, Massachusetts, 02421, United States of America, and Oak Hill Bio Ltd., a private limited company organized under the laws of England and Wales, ("**Buyer**") having its address at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT, United Kingdom. Capitalized terms used but not defined in this Agreement shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement, dated January 27, 2022 (the "**Purchase Agreement**"), pursuant to which, among other things, Seller has agreed to enter into this Agreement in order to confirm the assignment to Buyer of Seller's right, title and interest to the Transferred Trademark Rights (as defined below) and all goodwill associated therewith.

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, Seller desires to confirm the assignment of its and its Affiliates' right, title and interest to the Transferred Trademark Rights (as defined below) and all goodwill associated therewith to Buyer, and Buyer desires to confirm its acceptance of such assignment and assume the obligations of Buyer under the Transferred Trademark Rights (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. In accordance with the terms and subject to the conditions set forth in the Purchase Agreement (including Sections 2.2.1(c) and 2.2.2(c) thereof), effective as of the Closing, Seller hereby confirms that it has sold, assigned, transferred, conveyed and delivered to, and hereby confirms that it has caused its Affiliates to sell, convey, assign, transfer and deliver to, Buyer all of Seller's and its Affiliate's right, title and interest in and to those Trademark Rights listed on Schedule I hereto and all goodwill associated therewith, including the right to claim priority from the same in the United States and all foreign countries, and to claim the priority from the same as provided by the Paris Convention, together in each case with all registrations, applications therefor, trademarks (as applicable) issuing from any applications therefor, and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, including any division, renewal, substitution, conversion, reissue, prolongation or extension thereof, now or hereafter in effect, for Buyer's own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the date of this Agreement or thereafter, including all claims for damages by reason of past, present or future infringement, misappropriation or other unauthorized use of such trademarks with the right to sue for and collect the same for Buyer's own use and enjoyment (collectively, the "**Transferred**

Trademark Rights”). Seller hereby waives and agrees not to enforce any rights of attribution and integrity and other moral rights Seller may have in the Transferred Trademark Rights.

2. Seller hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record Buyer as the buyer and owner of the Transferred Trademark Rights, and issue any and all registrations thereon to Buyer, as buyer of Seller's right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer.

3. Following the date hereof, upon Buyer's reasonable request, and at Buyer's cost and expense, Seller shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Transferred Trademark Rights to Buyer or any assignee or successor thereto.

4. This Agreement is being executed and delivered pursuant to, and is subject to and shall be governed by the terms and conditions of, the Purchase Agreement. Nothing in this Agreement is intended to or shall be deemed to amend, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of Seller and Buyer under the Purchase Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control. This Agreement, the Purchase Agreement and the other Ancillary Agreements constitute the entire agreement between the parties hereto or thereto with respect to the subject matter hereof or thereof and supersede all prior agreements and understandings, both oral and written, between the parties hereto or thereto with respect to the subject matter hereof or thereof.

5. Any notice or other communication required or permitted under this Agreement shall be in writing and deemed to have been duly given if made in accordance with Section 11.4 (Notice) of the Purchase Agreement.

6. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto; provided, that this Agreement may only be assigned in connection with a permissible assignment of the Purchase Agreement.

7. This Agreement hereby incorporates the provisions of Sections 11.2 (Governing Law; Jurisdiction) and 11.3 (Waiver of Jury Trial) of the Purchase Agreement, each of which shall apply to this Agreement as if fully set forth herein, *mutatis mutandis*.

8. Neither Party shall be bound by or charged with any written or oral agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement or in the Purchase Agreement.

9. No amendment, supplement or other modification to any provision of this Agreement shall be binding unless in writing and signed by both parties. A party's consent to or waiver,

express or implied, of the other party's breach of its obligations hereunder shall not be deemed to be or construed as a consent to or waiver of any other breach of the same or any other obligations of such breaching party. A party's failure to complain of any act, or failure to act, by the other party, to declare the other Party in default, to insist upon the strict performance of any obligation or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, no matter how long such failure continues, shall not constitute a waiver by such party of its rights hereunder, of any such breach, or of any other obligation or condition.

10. If any one or more provisions of this Agreement is held to be invalid, illegal or unenforceable, the affected provisions of this Agreement shall be curtailed and limited only to the extent necessary to bring it within the applicable legal requirements and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

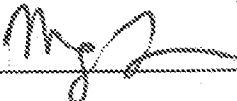
11. From time to time after the date of this Agreement, each party (and Seller or its Affiliates, as applicable) shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may be necessary or desirable to consummate and make effective the transactions contemplated by this Agreement.

12. This Agreement may be executed in counterparts by a single party, each of which when taken together shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

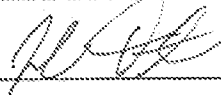
IN WITNESS WHEREOF, the undersigned have executed this Confirmatory Trademark Assignment Agreement.

SHIRE HUMAN GENETIC THERAPIES, INC.

By:  _____

Name: Margo Furman
Title: IP Therapeutic Area Head, Rare Genetics &
Hematology
Date: December 15, 2022

OAK HILL BIO LTD.

By:  _____

Name: Josh Distler
Title: President and CFO
Date: Dec 29, 2022

Schedule 1

Transferred Trademark Rights

Mark Name	Country	Status	Filed Date	Application Number	Registration Date	Registration Number	Owner
BEBRYSA	European Union	Registered	2015-12-21	014943526	2016-04-25	014943526	Shire Human Genetic Therapies, Inc.
BEBRYSA	United States of America	Registered	2015-03-06	86555421	2016-09-20	5043649	Shire Human Genetic Therapies, Inc.
BEBRYSA	United Kingdom	Registered	2015-12-21	UK00914943526	2016-04-25	UK00914943526	Shire Human Genetic Therapies, Inc.
COZIPREM	European Union	Registered	2015-12-21	014943476	2016-04-25	014943476	Shire Human Genetic Therapies, Inc.
COZIPREM	United States of America	Registered	2016-01-04	86864430	2016-09-20	5044313	Shire Human Genetic Therapies, Inc.
COZIPREM	United Kingdom	Registered	2015-12-21	UK00914943476	2016-04-25	UK00914943476	Shire Human Genetic Therapies, Inc.
PREMIPLEX	European Union	Registered	2008-06-12	006983654	2009-01-16	006983654	Shire Human Genetic Therapies, Inc.
PREMIPLEX	United States of America	Abandoned	2008-06-12	77497147	2010-04-06	3769767	Shire Human Genetic Therapies, Inc.
PREMIPLEX	United Kingdom	Registered	2008-06-12	UK00906983654	2009-01-16	UK00906983654	Shire Human Genetic Therapies, Inc.

PREMVALO	European Union	Registered	2015-12-21	014943377	2016-04-25	014943377	Shire Human Genetic Therapies, Inc.
PREMVALO	United States of America	Registered	2016-01-04	86864442	2016-09-20	5044314	Shire Human Genetic Therapies, Inc.
PREMVALO	United Kingdom	Registered	2015-12-21	UK00914943377	2016-04-25	UK00914943377	Shire Human Genetic Therapies, Inc.
WINROP	European Union	Registered	2008-06-12	006983696	2009-01-16	006983696	Shire Human Genetic Therapies, Inc.
WINROP	United States of America	Cancelled	2008-06-12	77497148	2010-04-06	3769768	Shire Human Genetic Therapies, Inc.
WINROP	United Kingdom	Registered	2008-06-12	UK00906983696	2009-01-16	UK00906983696	Shire Human Genetic Therapies, Inc.