

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM801714

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHUGAI SEIYAKU KABUSHIKI KAISHA (Chugai Pharmaceutical Co., Ltd.)		04/03/2023	Corporation: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Theravance Biopharma Ireland Limited		
<b>Street Address:</b>	10 Earlsfort Terrace		
<b>City:</b>	Dublin 2		
<b>State/Country:</b>	IRELAND		
<b>Postal Code:</b>	D02 T380		
<b>Entity Type:</b>	limited company: IRELAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90570533	UPIQLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124808421		
<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>			
<b>Phone:</b>	2125741200		
<b>Email:</b>	trademarks@sewkis.com		
<b>Correspondent Name:</b>	Beth H. Alter/Seward & Kissel LLP		
<b>Address Line 1:</b>	One Battery Park Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Beth H. Alter/Seward & Kissel LLP		
<b>Address Line 1:</b>	One Battery Park Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>NAME OF SUBMITTER:</b>	Beth H. Alter		
<b>SIGNATURE:</b>	/Beth H. Alter/		
<b>DATE SIGNED:</b>	04/10/2023		
<b>Total Attachments: 6</b>			

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### Schedule 3 - Assignment

THIS ASSIGNMENT is dated 03 April 2023 and made

#### BETWEEN:

(1) CHUGAI SEIYAKU KABUSHIKI KAISHA (CHUGAI PHARMACEUTICAL CO., LTD), ("Chugai" as "Assignor"), having its registered office at Japan 5-1, Ukima 5-chome, Kita-ku, Tokyo, JAPAN 115-8543; and

(2) THERAVANCE BIOPHARMA IRELAND LIMITED, ("TBIL" as "Assignee"), incorporated in Ireland as company number 560699 and having its registered office at 10 Earlsfort Terrace, Dublin 2, D02 T380, Ireland;

#### BACKGROUND:

(A) Assignor is the proprietor of the mark UPIQLA registered or applied for in relation to goods in International Class 5 in a number of territories around the world, short particulars of which are set out in Schedule 1 (collectively the "Trade Marks");

(B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this Assignment.

#### The parties have agreed the following;

##### 1. Assignment

1.1 In consideration of the sum of USD1 and other good and valuable consideration (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks and the goodwill associated therewith including without limitation:

(A) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and

(B) the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing-off or for otherwise infringing the rights of the Assignor in the Trade Marks).

## 2. Warranties

2.1 The Assignor represents and warrants that:

- (A) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;
- (B) it is properly registered as the applicant or registered proprietor of the Trade Marks listed in Schedule 1;
- (C) all application, registration, renewal and other fees in respect of each of the Trade Marks listed in Schedule 1 have been paid and no further fees are due within six months after the date of this agreement;
- (D) it has not given any third party permission to use any Trade Mark or otherwise licensed or assigned any of the rights under the Trade Marks;
- (E) each Trade Mark is free from any security interest, option, mortgage, charge or lien;
- (F) it has not acquiesced in the unauthorised use of any Trade Mark;
- (G) each registered Trade Mark is valid and subsisting;
- (H) it is unaware of any infringement or likely infringement of any Trade Mark;
- (I) to the best of its knowledge, no claim has been made by a third party that disputes the right of the Assignor to use any Trade Mark, and it is unaware of any circumstances likely to give rise to a claim;
- (J) so far as it is aware, exploitation of the Trade Marks will not infringe the rights of any third party; and
- (K) all previous assignments of the Trade Marks are valid and all previous assignments of the Trade Marks listed in Schedule 1 were registered within applicable time limits.

## 3. Indemnity

3.1 The Assignor shall indemnify the Assignee against all losses suffered or incurred by the Assignee arising out of or in connection with any breach by the Assignor of the warranties in Clause 2.1 above. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

3.2 Nothing in Clause 3.1 shall restrict or limit the Assignee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

#### **4. Further assurance**

- 4.1 At the Assignee's expense, each party shall, and shall use reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment.
- 4.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks listed in Schedule 1 to the Assignee:
- (A) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
  - (B) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
  - (C) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);
  - (D) ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Mr J Fecker or any other person that the Assignee notifies to the Assignor from time to time; and
  - (E) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).
- 4.3 The Assignor shall make available for collection by the Assignee or the Assignee's nominated representative within 30 days after the date of this agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.

#### **5. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent

or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **6. Counterparts**

6.1 This Assignment may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts together, shall constitute one Assignment.

6.2 Delivery of an executed counterpart of this Assignment (but for the avoidance of doubt not just a signature page) by email in PDF format shall take effect as the delivery of an executed "wet-ink" counterpart of this Assignment. If this method of delivery is adopted, without prejudice to the validity of the Assignment thus made, each party shall on request provide the other with the "wet-ink" hard copy original of their counterpart.

No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

## **7. Governing Law**

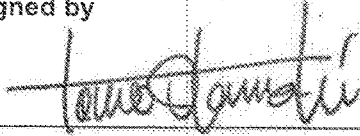
7.1 This Assignment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the State of New York without giving effect to its principles of conflicts of law.

## **8. Jurisdiction**

Each party irrevocably agrees that the courts of the State of New York located in the county of New York shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Assignment or its subject matter or formation.

IN WITNESS WHEREOF this Assignment has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed by

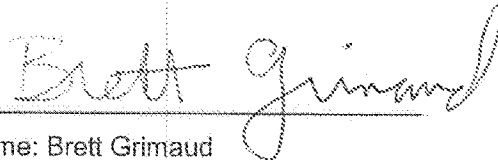


Name: Tomonori Okuwaki

Position: Head of Intellectual Property *Department*

For and on behalf of Chugai Seiyaku Kabushiki Kaisha (Chugai Pharmaceutical Co., Ltd.)

Date: March 23, 2023



Name: Brett Grimaud

Position: Secretary

For and on behalf of Theravance Biopharma Ireland Limited

Date: April 3, 2023

**Schedule 1 Trade Marks**

Country	Trade mark	Application date	Application number	Registration number	Registration date	Trade mark status
Brazil	UPIQLA	06-08-2021	1616059	1616059	06-08-2021	Registered
Canada	UPIQLA	06-08-2021	1616059			Published
China	UPIQLA	06-08-2021	1616059	1616059	06-08-2021	Registered
European Union	UPIQLA	18-02-2021	018401043	018401043	30-06-2021	Registered
Iceland	UPIQLA	06-08-2021	1616059			Published
India	UPIQLA	06-08-2021	1616059	1616059	06-08-2021	Registered
International Registration	UPIQLA	06-08-2021	1616059	1616059	06-08-2021	Registered
Japan	UPIQLA (in English + Katakana) UPIQLA	18-02-2021	2021-019034	6420464	26-07-2021	Registered
Japan	UPIQLA (in English+Katakana)	28-07-2021	2021-093656	6489783	21-12-2021	Registered
Mexico	UPIQLA	06-08-2021	1616059	1616059	06-08-2021	Registered
Norway	UPIQLA	06-08-2021	1616059	1616059	06-08-2021	Registered
Russia	UPIQLA	06-08-2021	1616059	1616059	06-08-2021	Registered
South Korea	UPIQLA	06-08-2021	1616059	1616059	06-08-2021	Registered
Switzerland	UPIQLA	06-08-2021	1616059	1616059	06-08-2021	Registered
Turkey	UPIQLA	06-08-2021	1616059	1616059	06-08-2021	Registered
United Kingdom	UPIQLA	06-08-2021	1616059	1616059	06-08-2021	Registered
United States of America	UPIQLA	18-02-2021	90570533		26-07-2021	Published