

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clovis Oncology, Inc.		05/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	pharma& Schweiz GmbH		
Street Address:	Riedstrasse 1		
City:	Cham		
State/Country:	SWITZERLAND		
Postal Code:	CH-6330		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5612521	RUBRACA	
Registration Number:	5156900	RUBRACA	
Registration Number:	6273537	BRCA BLUE	
Registration Number:	6273538	BRCA BLUE	
Registration Number:	6634163	BRCA BLUE IT MATTERS FOR MEN	
Registration Number:	6273539	BRCA BLUE IT MATTERS FOR MEN	
Registration Number:	5680656	MAINTENHANCE	
Registration Number:	5680655	MAINTENHANCE	
Serial Number:	88027165	PARP PLAIN AND SIMPLE	
Serial Number:	88027167	PARPS PLAIN AND SIMPLE	
CORRESPONDENCE DATA			
Fax Number:	2158325360		
<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:	215-569-5360		
Email:	mhomyk@blankrome.com		
Correspondent Name:	Matthew A. Homyk		
Address Line 1:	One Logan Square		
Address Line 2:	Blank Rome LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$265.00 5612521

ATTORNEY DOCKET NUMBER:	164608-00107
DOMESTIC REPRESENTATIVE	
Name:	Matthew A. Homyk
Address Line 1:	One Logan Square
Address Line 2:	Blank Rome LLP
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
NAME OF SUBMITTER:	Matthew A. Homyk
SIGNATURE:	/Matthew Homyk/
DATE SIGNED:	06/22/2023
Total Attachments: 11	
source=Clovis_Rubraca - Trademark Assignment Agreement [Executed]#page1.tif source=Clovis_Rubraca - Trademark Assignment Agreement [Executed]#page2.tif source=Clovis_Rubraca - Trademark Assignment Agreement [Executed]#page3.tif source=Clovis_Rubraca - Trademark Assignment Agreement [Executed]#page4.tif source=Clovis_Rubraca - Trademark Assignment Agreement [Executed]#page5.tif source=Clovis_Rubraca - Trademark Assignment Agreement [Executed]#page6.tif source=Clovis_Rubraca - Trademark Assignment Agreement [Executed]#page7.tif source=Clovis_Rubraca - Trademark Assignment Agreement [Executed]#page8.tif source=Clovis_Rubraca - Trademark Assignment Agreement [Executed]#page9.tif source=Clovis_Rubraca - Trademark Assignment Agreement [Executed]#page10.tif source=Clovis_Rubraca - Trademark Assignment Agreement [Executed]#page11.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment Agreement”) is made and entered into as of May 1, 2023 by and between pharma& Schweiz GmbH (the “Assignee”), and Clovis Oncology, Inc., a Delaware corporation, (the “Assignor”) (Assignee and Assignor are collectively referred to as the “Parties”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (the “Trademarks”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 5, 2023 by and between Assignee and Assignor (the “Purchase Agreement”), Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of Assignor’s right, title, and interest in and to the Trademarks to Assignee, and Assignee desires to receive all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor’s right, title, and interest in and to the Trademarks. Assignor further consents to recordation of this Trademark Assignment Agreement by Assignee, including with the United States Patent and Trademark Office or successor offices.

3. Further Assurances. Assignor agrees to execute, at any time and from time to time upon the request and expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Trademark Assignment Agreement in and to the Trademarks, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or successor offices.

4. Governing Law. This Trademark Assignment Agreement shall be construed in accordance with the domestic Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of any jurisdiction other than the State of New York.

5. No Conflict. Nothing in this Trademark Assignment Agreement shall alter any liability or obligation of the parties hereto arising under the Purchase Agreement. In the event of a 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 govern.

Assignee acknowledges that Assignor makes no representation or warranty with respect to the Trademarks except as specifically set forth in the Purchase Agreement.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto.

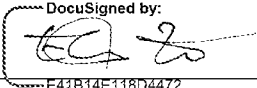
7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

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

PHARMA& SCHWEIZ GMBH

By: 
Name: Elmar Zagler
Title: Managing Director

CLOVIS ONCOLOGY, INC.

By: _____
Name: Paul Gross
Title: Executive Vice President and General Counsel

[Signature Page to Trademark Assignment Agreement]

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

PHARMA& SCHWEIZ GMBH

By: _____
Name: Elmar Zagler
Title: Managing Director

CLOVIS ONCOLOGY, INC.






By: _____
Name: Paul Gross
Title: Executive Vice President and General Counsel




DocuSigned by:
Paul Gross
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[Signature Page to Trademark Assignment Agreement]






SCHEDULE A







TRADEMARKS

Trademark	Jurisdiction	Status	Registration/ (Application) No.	Registration/ (Filing) Date
Rubraca 	Singapore	Registered	1359266	December 14, 2017
Rubraca RUBRACA	Singapore	Registered	1284251	June 16, 2016
Rubraca	New Zealand	Registered	1284251	June 15, 2016
Rubraca RUBRACA	Indonesia	Registered	IDM000609434	October 9, 2017
Rubraca 	Iceland	Registered	1359266	May 15, 2018
Rubraca 	New Zealand	Registered	1359266	January 4, 2018
Rubraca RUBRACA	Israel	Registered	1284251	September 4, 2017
Rubraca 	Japan	Registered	1359266	April 20, 2018
Rubraca 	US	Registered	5612521	November 20, 2018



Trademark	Jurisdiction	Status	Registration/ (Application) No.	Registration/ (Filing) Date
Rubraca	US	Registered	5156900	March 7, 2017
Rubraca RUBRACA	UAE	Registered	245257	November 29, 2017
Rubraca 	Australia	Registered	1359266	Nov 29, 2017
Rubraca 	Israel	Registered	1359266	September 4, 2018
Rubraca	Iceland	Registered	1284251	October 15, 2016
Rubraca RUBRACA	Japan	Registered	1284251	Aug 10, 2016
Rubraca	Australia	Registered	1284251	April 26, 2016
Rubraca	Canada	Registered	TMA1054258	September 13, 2019
	Canada	Registered	TMA1058340	October 9, 2019
Rubraca RUBRACA	Malaysia	Registered	2015071461	Oct 11, 2016
Rubraca RUBRACA	Thailand	Registered	171132785	November 2, 2017
Rubraca	Australia, Switzerland, China, Egypt, European Union, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary,	Registered	1284251	December 14, 2015

Trademark	Jurisdiction	Status	Registration/ (Application) No.	Registration/ (Filing) Date
	Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK, Israel, India, Iran (Islamic Republic of), Iceland, Japan, South Korea, Morocco, Republic of Macedonia, Mexico, Norway, New Zealand, Serbia, Russian Federation, Singapore, Turkey			
Rubraca 	Australia, Switzerland, China, Egypt, European Union, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, UK, Israel, India, Iran (Islamic Republic of), Iceland, Japan, South Korea, Morocco, Republic of Macedonia, Mexico, Norway, New Zealand, Serbia, Russian Federation, Singapore, Turkey	Registered	1359266	June 5, 2017
RUBRACA	Argentina	Pending/Opposed	3464919	Dec 16, 2015

Trademark	Jurisdiction	Status	Registration/ (Application) No.	Registration/ (Filing) Date
RUBRACA	Brazil	Registered	910429731	Feb 20, 2018
RUBRACA	China	Registered	1284251	April 14, 2017
Rubraca 	China	Registered	1359266	June 29, 2018
RUBRACA	Egypt	Registered	1284251	Jan 21, 2016
Rubraca 	Egypt	Registered	1359266	Aug 10, 2017
RUBRACA	European Community	Registered	1284251	Nov 23, 2016
Rubraca 	European Community	Registered	1359266	Jan 12, 2018
RUBRACA	Hong Kong	Registered	303629016	May 27, 2016
RUBRACA	India	Registered	1284251	July 14, 2017
Rubraca 	India	Registered	1359266	Jan 5, 2018
RUBRACA	Iran	Registered	1284251	Jan 21, 2016
Rubraca 	Iran	Registered	1359266	Aug 10, 2017
RUBRACA	Mexico	Registered	1284251	Feb 27, 2017
Rubraca	Mexico	Registered	1359266	May 22, 2018

Trademark	Jurisdiction	Status	Registration/ (Application) No.	Registration/ (Filing) Date
 Rubraca				
RUBRACA	Morocco	Registered	1284251	Nov 11, 2016
Rubraca  Rubraca	Morocco	Registered	1359266	Aug 10, 2017
RUBRACA	North Macedonia	Registered	1284251	Jan 21, 2016
Rubraca  Rubraca	North Macedonia	Registered	1359266	Aug 10, 2017
RUBRACA	Norway	Registered	1284251	May 24, 2016
Rubraca  Rubraca	Norway	Registered	1359266	Jan 9, 2018
RUBRACA	Russian Federation	Registered	1284251	Dec 6, 2016
Rubraca  Rubraca	Russian Federation	Registered	1359266	Mar 20, 2018
RUBRACA	Saudi Arabia	Registered	1437005810	Dec 22, 2015
RUBRACA	Serbia	Registered	1284251	Dec 19, 2016
Rubraca  Rubraca	Serbia	Registered	1359266	June 21, 2018
RUBRACA	South Africa	Registered	2015/35969	June 1, 2020

Trademark	Jurisdiction	Status	Registration/ (Application) No.	Registration/ (Filing) Date
RUBRACA	South Korea	Registered	1284251	Nov 21, 2016
Rubraca 	South Korea	Registered	1359266	June 19, 2018
RUBRACA	Switzerland	Registered	1284251	Nov 10, 2016
Rubraca 	Switzerland	Registered	1359266	May 16, 2018
RUBRACA	Taiwan	Registered	01784862	Aug 16, 2016
RUBRACA	Turkey	Registered	1284251	May 10, 2017
RUBRACA	United Kingdom	Registered	UK00801284251	Nov 23, 2016
Rubraca 	United Kingdom	Registered	UK0080139266	Jan 12, 2018

TRADEMARK	JURISDICTION	STATUS	REGISTRATION/ (APPLICATION) NO.	REGISTRATION/ (FILING) DATE
BRCA BLUE	US	REGISTERED	6273537	2/16/2021
BRCA BLUE 	US	REGISTERED	6273538	2/16/2021
BRCA BLUE IT MATTERS FOR MEN	US	REGISTERED	6634163	2/1/2022
BRCA BLUE IT MATTERS FOR MEN 	US	REGISTERED	6273539	2/16/2021
MAINTENHANCE	US	REGISTERED	5680656	2/19/2019
MAINTENHANCE	US	REGISTERED	5680655	2/19/2019
PARP PLAIN AND SIMPLE	US	PENDING	88/027165	7/5/2018
PARPS PLAIN AND SIMPLE	US	PENDING	88/027167	7/5/2018