TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM821166

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Certain Intellectual Property Collateral Owned by Wellstat Therapeutics Corporation recorded at Reel 5113/Frame 0010	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PDL Biopharma, Inc.		06/30/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wellstat Therapeutics Corporation	
Street Address:	14200 Shady Grove Road, Suite 600	
City:	Rockville	
State/Country:	MARYLAND	
Postal Code:	20850	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4859937	VISTOGARD
Registration Number:	4822320	XURIDEN

CORRESPONDENCE DATA

9494754754 Fax Number:

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.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	27302-00001
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	06/30/2023

Total Attachments: 5

source=Wellstat - Lien Release - IP 6.28.23.docx (002)#page1.tif source=Wellstat - Lien Release - IP 6.28.23.docx (002)#page2.tif

> **TRADEMARK** REEL: 008118 FRAME: 0921

900782991

source=Wellstat - Lien Release - IP 6.28.23.docx (002)#page3.tif source=Wellstat - Lien Release - IP 6.28.23.docx (002)#page4.tif source=Wellstat - Lien Release - IP 6.28.23.docx (002)#page5.tif

RELEASE OF CERTAIN INTELLECTUAL PROPERTY COLLATERAL OWNED BY WELLSTAT THERAPEUTICS CORPORATION

June 30, 2023

WHEREAS, pursuant to (i) the Patent Security Agreement, dated August 20, 2013 made by Wellstat Therapeutics Corporation, recorded in the United States Patent and Trademark Office ("USPTO") Assignment Branch at Patent Reel 0311227 at Frame 0227, (ii) the Trademark Security Agreement, dated August 20, 2013, made by Wellstat Therapeutics Corporation, (iii) the Trademark Security Agreement, dated August 20, 2013, made by Wellstat Therapeutics Corporation, recorded in the USPTO Assignment Branch at Trademark Reel 5113, Frame 0110, and (iv) that certain Settlement and Mutual Release Agreement dated as of August 11, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively, the Security Agreement") among Wellstat Therapeutics Corporation ("Therapeutics") and Wellstat Biologics Corporation, ("Biologics" and together with Therapeutics, the "Grantors"), and PDL Biopharma, Inc. ("Secured Party"), Grantors granted a lien upon and security interest in, without limitation, (a) the patents listed on Schedule 1 attached hereto (the "Patent Collateral") and (c) the trademarks listed on Schedule 2 attached hereto (the "Trademark Collateral") and together with the Patent Collateral, collectively, the "Released Intellectual Property Collateral"); and

WHEREAS, Grantors have requested and Secured Party has agreed to provide this Release of Released Intellectual Property Collateral to confirm the release, relinquishment and discharge of its liens upon and security interests in the Released Intellectual Property Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the Secured Party hereby agrees as follows:

- (1) <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
- Release of Security Interest. Without recourse or representation or warranty, express or implied of any kind, and solely with respect to the Released Intellectual Property Collateral (and not with respect to any other collateral granted under the Security Agreement), Secured Party hereby (a) terminates the liens and security interests created under the Security Agreement (except in respect of the proceeds thereof), (b) releases its security interest (except in respect of proceeds thereof), (c) discharges any and all rights, title and interest it has in (including the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing) and the security interest granted to Secured Party, and (d) terminates each Security Agreement.

Secured Party hereby authorizes Grantors and their agents, representatives and designees to record this Release of Certain Intellectual Property Collateral with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned has caused this Release of Intellectual Property Collateral to be duly executed as of the date first written above.

PDL Biopharma, Inc., Secured Party

E Christopher Stone
Title: Vice President and General Counsel

SCHEDULE I ASSIGNED PATENT RIGHTS

Patent No./Public ation No.	US Patent App. No. or PCT App. No.	Title	Inventor(s)	Assignee	Filing Date	Corresponding Ex-US In- Force Patents and Pending Patent Applications
US 7,776,838	US 08/460,186	Treatment of Chemotherape utic Agent and Antiviral Agent Toxicity with Acylated Pyrimidine Nucleosides	REID VON BORSTEL MICHAEL K. BAMAT	Wellstat Therapeuti cs Corp.	June 2, 1995	None
US 6,258,795	US 08/466,145	Acylated Uridine and Cytidine and Uses Thereof	REID VON BORSTEL MICHAEL K. BAMAT	Wellstat Therapeuti cs Corp.	June 6, 1995	None

SCHEDULE 2 ASSIGNED TRADEMARK RIGHTS

1. Eight (8) active trademark properties for the mark VISTOGARD:

Registration No. 4859937 – United States

Registration No. TMA1006492 - Canada

Registration No. 1619891 - Mexico

Registration No. 910462216 - Brazil

Registration No. 689102 - Switzerland

Registration No. UK00914277636 - United Kingdom

Registration No. 14277636 – European Union

Registration No. 5857641 – Japan

2. Six (6) active trademark properties for XURIDEN:

Registration No. 4822320 - United States

Registration No. TMA1092925 - Canada

Registration No. 630070 - Switzerland

Registration No. UK00910600567 - United Kingdom

Registration No. 10600567 - European Union

Registration No. 5498423 – Japan

DocuSign Envelope ID: D4AFE7FB-C1DB-4C74-A698-AD0D8CB91616

RECORDED: 06/30/2023