

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838317

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900798274		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roivant Sciences GmbH		08/30/2023	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Prioivant Therapeutics, Inc.		
Street Address:	151 W. 42nd Street		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97261339	PRIOVANT	
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>			
Phone:	6086621277		
Email:	resivigny@casimirjones.com		
Correspondent Name:	Casimir Jones, S.C.		
Address Line 1:	2275 Deming Way Ste 310		
Address Line 4:	Middleton, WISCONSIN 53562		
ATTORNEY DOCKET NUMBER:	PRIOV-TM		
NAME OF SUBMITTER:	Lisa Mueller		
SIGNATURE:	/Lisa Mueller, Reg No. 38978/		
DATE SIGNED:	09/11/2023		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of August 30, 2023 (the “**Effective Date**”), is entered into by and between Roivant Sciences GmbH (“**Assignor**”), a gesellschaft mit beschränkter haftung organized and existing under the laws of Switzerland, located at Viaduktstrasse 8, Basel 4051, Switzerland and Prioivant Therapeutics, Inc. (“**Assignee**”), a corporation organized under the laws of Delaware, located at 151 West 42nd Street, 15th Floor, New York, NY 10036, United States of America. Assignor and Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Assignor is the owner of the “Prioivant” name and the other trademarks listed in Exhibit A and all goodwill associated therewith (the “**Assigned Trademarks**”);

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, as of the Effective Date, all of Assignor’s right, title and interest in and to the Assigned Trademarks; and

WHEREAS, Assignee is desirous of acquiring the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby assigns, conveys, delivers and transfers to Assignee all of Assignor’s right, title and interest in and to the Assigned Trademarks, together with all rights to sue, claim and recover for past, present and future infringement or other violations of any Assigned Trademarks.

2. Upon and subject to the terms and conditions contained herein, Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor and agrees to pay and discharge when due all liabilities arising out of or relating to any of the Assigned Trademarks to the extent arising after the Effective Date (the “**Assumed Liabilities**”).

3. The consideration being provided directly to Assignor for the Assigned Trademarks shall consist of \$42,499.28 in connection with the contribution of the Assigned Trademarks and the assumption of the Assumed Liabilities.

4. The Assignee shall be responsible for preparing and filing any documentation necessary for the recordal with any relevant intellectual property office of the transfer of ownership of the Intellectual Property from the Assignor to the Assignee under this Assignment, and the Assignee shall be responsible for all out-of-pocket filing fees and other costs and expenses associated with those recordals. The Assignor agrees to, at the request and cost of the Assignee

or its successors and assigns, execute any further necessary documents that may be necessary for recordal and perform all lawful acts reasonably requested to give effect to and record the assignment to Assignee under this Assignment, without further compensation.

5. This Assignment shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state. This Assignment is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns. No waiver, modification or amendment of any provision of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or amendment is sought to be enforced.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

[The remainder of this page has been intentionally left blank; Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the Effective Date.

ROIVANT SCIENCES GMBH

By: Nandini Devi

Name: Nandini Devi

Title: Legal Counsel, Europe

PRIOVANT THERAPEUTICS, INC.

By: George Kokkines

Name: George Kokkines

Title: General Counsel

[Signature Page to Trademark Assignment Agreement]

Exhibit A**Assigned Trademarks**

Trademark	Jurisdiction	Application No.	Application Date
PRIOVANT	Australia	1654058	January 28, 2022
PRIOVANT	Brazil	1654058	January 28, 2022
PRIOVANT	Canada	1654058	January 28, 2022
PRIOVANT	China	1654058	January 28, 2022
BEVALTIA	EUTM	791673	July 7, 2023
KYNBRAVA	EUTM	791592	July 7, 2023
PRIOVANT	EUTM	1654058	January 28, 2022
BEVALTIA	Iceland	791673	July 7, 2023
KYNBRAVA	Iceland	791592	July 7, 2023
PRIOVANT	India	1654058	January 28, 2022
BEVALTIA	International Register	791673	July 7, 2023
KYNBRAVA	International Register	791592	July 7, 2023
PRIOVANT	International Register	1654058	January 28, 2022
PRIOVANT	Israel	1654058	January 28, 2022
PRIOVANT	Japan	1654058	January 28, 2022
PRIOVANT	Korea (South)	1654058	January 28, 2022
BEVALTIA	Liechtenstein	791673	July 7, 2023
KYNBRAVA	Liechtenstein	791592	July 7, 2023
PRIOVANT	Mexico	1654058; 2727153	January 28, 2022
PRIOVANT	Mexico	1654058; 2727154	January 28, 2022
PRIOVANT	Mexico	1654058; 2727155	January 28, 2022
BEVALTIA	Norway	791673	July 7, 2023

KYNBRAVA	Norway	791592	July 7, 2023
PRIOVANT	Norway	1654058	January 28, 2022
PRIOVANT	Russian Federation	1654058	January 28, 2022
PRIOVANT	Singapore	1654058	January 28, 2022
AURAYA	Switzerland	05824/2023	May 4, 2023
BEVALTIA	Switzerland	00223/2023	January 9, 2023
KYNBRAVA	Switzerland	00222/2023	January 9, 2023
PRIOVANT	Switzerland	12503/2021	August 13, 2021
BEVALTIA	United Kingdom	791673	July 7, 2023
KYNBRAVA	United Kingdom	791592	July 7, 2023
PRIOVANT	United Kingdom	1654058	January 28, 2022
AURAYA	United States of America	98/095,822	July 21, 2023
BEVALTIA	United States of America	97/758,949	January 18, 2023
KYNBRAVA	United States of America	97/758,974	January 18, 2023
PRIOVANT	United States of America	97/261,339	February 10, 2022