

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM842384

|   |  |                       |                          |
|---|--|-----------------------|--------------------------|
| <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>       |
| Phoenixus AG  |  | 09/22/2023            | Corporation: SWITZERLAND |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                          |
| <b>Name:</b>  | Tilde Sciences LLC                                 |                       |                          |
| <b>Street Address:</b>  | 101 Hudson Street, 21st Floor                      |                       |                          |
| <b>City:</b>  | Jersey City  |                       |                          |
| <b>State/Country:</b>   | NEW JERSEY   |                       |                          |
| <b>Postal Code:</b>   | 07302  |                       |                          |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                          |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                          |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                          |
| <b>Registration Number:</b>   | 4358457  | VECAMYL               |                          |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                          |
| <b>Fax Number:</b>  | 2026612299   |                       |                          |
| <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>   | 2026612247   |                       |                          |
| <b>Email:</b>   | TMDocketing@BallardSpahr.com                       |                       |                          |
| <b>Correspondent Name:</b>  | Susan A. Smith - Ballard Spahr LLP                 |                       |                          |
| <b>Address Line 1:</b>  | 1909 K Street, NW                                  |                       |                          |
| <b>Address Line 2:</b>  | 12th Floor   |                       |                          |
| <b>Address Line 4:</b>  | Washington, D.C. 20006-1157                        |                       |                          |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 00409210   |                       |                          |
| <b>NAME OF SUBMITTER:</b>   | Susan A. Smith                                     |                       |                          |
| <b>SIGNATURE:</b>   | /sas/  |                       |                          |
| <b>DATE SIGNED:</b>   | 09/27/2023   |                       |                          |
| <b>Total Attachments: 5</b>   |  |                       |                          |
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“*Trademark Assignment*”), dated as of September 22, 2023, is made by Vyera Pharmaceuticals, LLC a Delaware limited liability company (“*Vyera*”), Phoenixus AG, a Swiss corporation (“*Phoenixus*”), and Tilde Sciences LLC, a Delaware limited liability company (“*Buyer*”). Vyera and Phoenixus are each referred to as a “*Seller*” and, collectively, as the “*Sellers*.”

### BACKGROUND

WHEREAS, Buyer, Vyera, and Phoenixus are parties to that certain Asset Purchase Agreement dated July 28, 2023 (the “*Purchase Agreement*”), pursuant to which Sellers have conveyed, transferred, and assigned to Buyer, among other assets, Sellers’ registered trademarks related to the Portfolio (as defined in the Purchase Agreement); and

WHEREAS, as a condition to the consummation of the transactions contemplated by the Purchase Agreement, Sellers have agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office.

### AGREEMENT

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

1. **Assignment.** Sellers hereby irrevocably sell, assign, transfer, convey and deliver to Buyer, and Buyer hereby purchases and assumes, all of Sellers’ right, title, and interest in and to Portfolio Intellectual Property, including, without limitation:

- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “*Assigned Trademarks*”), together with the goodwill of the Portfolio connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) 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
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive or other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

2. **Recordation and Further Acts.** Sellers hereby consent to the recordation of this Trademark Assignment in any applicable jurisdiction and before appropriate trademark offices, including, but not limited to, recordation by the Commissioner for Trademarks in the United States Patent and Trademark Office. Following the date hereof, upon the request and at the expense of Buyer, Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer, including the execution and

delivery of any documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks.

**3. Terms of the Purchase Agreement.** Capitalized terms used but not defined herein shall have the meanings given in the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the IP Assets. All representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall govern.

**4. General.**

(a) This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

(c) This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

BUYER:

**Tilde Sciences LLC**

DocuSigned by:  
By: Robert Antoine  
Name: Robert Antoine  
Title: Chief Executive Officer

SELLERS:

**Vyera Pharmaceuticals, LLC**

By: \_\_\_\_\_  
Name: Lawrence Perkins  
Title: Chief Executive Officer

**Phoenix AG**

By: \_\_\_\_\_  
Name: Lawrence Perkins  
Title: Chief Executive Officer

*[Signature Page to Trademark Assignment]*

**TRADEMARK  
REEL: 008211 FRAME: 0434**

IN WITNESS WHEREOF, the parties have duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

BUYER:

**Tilde Sciences LLC**

By: \_\_\_\_\_  
Name: Robert Antoine  
Title: Chief Executive Officer

SELLERS:

**Vyera Pharmaceuticals, LLC**

DocuSigned by:  
*Lawrence Perkins*  
By: \_\_\_\_\_  
Name: Lawrence Perkins  
Title: Chief Restructuring Officer

**Phoenixus AG**

DocuSigned by:  
*Thomas J. Allison*  
By: \_\_\_\_\_  
Name: Thomas J. Allison  
Title: Chairman

*[Signature Page to Trademark Assignment]*

**Schedule 1**

| <u>Mark</u> | <u>Jurisdiction</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-------------|---------------------|----------------------------|--------------------------|
| Vecamyl     | United States       | 4358457                    | June 25, 2013            |