

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM855115

<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>
ViiV Healthcare Limited		11/21/2023	Private Company Limited By Shares: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ViiV Healthcare Company		
<b>Street Address:</b>	251 Little Falls Drive		
<b>Internal Address:</b>	Corporation Service Company		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Private Company Limited By Shares: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3891472	VIIV HEALTHCARE	
<b>Registration Number:</b>	3932591	VIIV HEALTHCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	19193538081		
<b>Email:</b>	trademarks@gsk.com		
<b>Correspondent Name:</b>	Elizabeth K. Rucki		
<b>Address Line 1:</b>	410 Blackwell Street		
<b>Address Line 2:</b>	Legal Brand Protection		
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27701		
<b>ATTORNEY DOCKET NUMBER:</b>	84272264		
<b>NAME OF SUBMITTER:</b>	Elizabeth K. Rucki		
<b>SIGNATURE:</b>	/Elizabeth K. Rucki/		
<b>DATE SIGNED:</b>	11/21/2023		
<b>Total Attachments: 3</b>			
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**THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment")** is made effective as of the last date of the signatures below ("**Effective Date**"),

**BETWEEN**

- (1) **ViiV Healthcare Limited** (Registered Number 6876960) whose registered office is at GSK Medicines Research Centre, Gunnels Wood Road, Stevenage SG1 2NY, United Kingdom (the "**Assignor**"); and
- (2) **ViiV Healthcare Company** (Registered Number 4672617) whose registered office is at Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808, United States (the "**Assignee**").

**RECITALS:**

- (A) The Assignor is the owner of the rights, title and interest in and to the Trade Marks, the details of which are set out in the "**Schedule 1**" to this Assignment (collectively, the "**Trade Marks**"); and
- (B) The Assignor wishes to assign the Trade Marks to the Assignee.

**ASSIGNMENT**

1. For good and valuable consideration, the receipt and sufficiency of which is acknowledged and confirmed, the Assignor hereby assigns to the Assignee:
  - (a) all property, right, title and interest in the Trade Marks, including all common law rights connected therewith; TOGETHER with
  - (b) the right to sue for damages and all other remedies in respect of any infringement of the Trade Marks and domain name registrations or passing off, including the right to sue and recover damages, profits, payments, costs and/or attorneys' fees for a claim, if any, arising prior to the Effective Date of this Assignment; and
  - (c) all rights of priority (or to claim priority) attaching to the Trade Marks; and
  - (d) all goodwill of the business associated with and symbolized by the Trade Marks.

**FURTHER ASSURANCES**

2. At the request of the Assignee, the Assignor undertakes to do all such reasonable acts and/or execute or procure the execution of all such documents as may reasonably be required to vest the Trade Marks in the Assignee or otherwise perfect the legal and beneficial title of the Assignee in and to the Trade Marks, all without further consideration.

**COUNTERPARTS**

3. The Assignment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Assignment is not effective until each party has executed at least one counterpart. A scanned, .pdf, digital and/or facsimile signature shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the dates set forth below.

SIGNED for and on behalf of **Viiv Healthcare Limited**, the Assignor

Signatory   
.....  
**Deborah Waterhouse**

Position held Director  
.....

Date 21-Nov-2023  
.....

SIGNED for and on behalf of **Viiv Healthcare Company**, the Assignee

Signatory   
.....  
Christopher Hanes

Position held: Authorised Attorney

Date November 7, 2023  
.....

SCHEDULE 1

Trademarks

Mark	Country	Reg. No.	Class and Specification
VIIV HEALTHCARE	US	3891472	<p>41 - Class 41: Educational services, namely, conducting seminars regarding health and health awareness and distributing course material in connection therewith</p> <p>42 - Class 42: Research and development services in the fields of drug discovery, drug discovery products, pharmaceuticals, medicinal diagnostics, biological products, medical apparatus, devices, and instruments; conducting clinical trials; scientific consulting; supply of information in the area of laboratory technology; medical laboratory services; provision of scientific information via Internet portals</p> <p>44 - Class 44: Providing health and medical information about medical disorders; counselling and charitable services, namely, providing information and counselling assistance with respect to health and health awareness; provision of medical information via Internet portals</p>
VIIV HEALTHCARE	US	3932591	<p>5 - Pharmaceutical preparations and substances for the treatment of infectious diseases; Pharmaceutical preparations and substances for the treatment of viral diseases and disorders</p>