

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHIONOGI & CO., LTD.		12/08/2023	Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	EDDINGPHARM (HONG KONG) COMPANY LIMITED		
Street Address:	9 Canton Road		
Internal Address:	Suites 3306, 33/F., Tower 6, the Gateway, Harbor City		
City:	Tsim Sha Tsui, KLN		
State/Country:	HONG KONG		
Entity Type:	Private Limited Company: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5841047	MULPLETA ASSIST	
CORRESPONDENCE DATA			
Fax Number:	4155760300		
<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:	4155760200		
Email:	awells@kilpatricktownsend.com		
Correspondent Name:	Neema Mohammadizad		
Address Line 1:	Two Embarcadero Center, Suite 1900		
Address Line 2:	Kilpatrick Townsend & Stockton LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	1420784		
DOMESTIC REPRESENTATIVE			
Name:	Neema Mohammadizad		
Address Line 1:	Two Embarcadero Center, Suite 1900		
Address Line 2:	Kilpatrick Townsend & Stockton LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Amy Wells		
SIGNATURE:	/Amy M. Wells/		

OP \$40.00 5841047

DATE SIGNED:	12/21/2023
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of December 8, 2023, by SHIONOGI & CO., LTD., a company organized and existing under the laws of Japan, having its principal place of business at 1-8, Doshomachi 3-chome, Cho-ku, Osaka 541-0045, Japan ("Assignor") to EDDINGPHARM (HONG KONG) COMPANY LIMITED, a company organized and existing under the laws of Hong Kong S.A.R., China having its principal place of business at Suites 3306, 33/F., Tower 6, the Gateway, Harbour City, 9 Canton Road, Tsim Sha Tsui, KLN, Hong Kong ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in that certain Asset Purchase Agreement, of even date herewith, by and between Assignor and Assignee (the "Agreement").

Pursuant to the Agreement, Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor, all of Assignor's right, claim, title and legal and beneficial interest in the U.S. registered trademarks (1) "Mulpleta[®]" (U.S. Patent and Trademark Office Reg. No. 4890938), (2) "Mulpleta Assist[®]" (U.S. Patent and Trademark Office Reg. No. 5841047), and (3) the design mark with U.S. Patent and Trademark Office Reg. No. 4891070 (together, the "Mulpleta Trademarks"). In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, claim, title and legal and beneficial interest in the Mulpleta Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee, and Assignee hereby accepts the conveyance, transfer and assignment of, all of Assignor's right, claim, title and legal and beneficial interest in the Mulpleta Trademarks, together with the goodwill associated therewith and which is symbolized thereby, all rights to bring an action, whether at law or in equity, for infringement, misappropriation, or misuse of any Mulpleta Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Mulpleta Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future letters, notices and any other communications and documents bearing on the Mulpleta Trademarks.

The rights and obligations of the parties will be governed by, and this Trademark Assignment will be interpreted, construed and enforced in accordance with, the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Each of the parties hereto covenants and agrees to do, execute, acknowledge and deliver, at the reasonable request of the other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignment contemplated by this Trademark Assignment.

Should any part of this Trademark Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Trademark Assignment had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in its entirety, but rather shall be observed and performed by the parties to the extent such provision is valid and enforceable.

All the terms of the Agreement are incorporated herein by this reference. This Trademark Assignment is subject to and limited by the terms and provisions of the Agreement, and in the event of any conflict between this Trademark Assignment and the Agreement, the terms, provisions and limitations of the Agreement shall control. Notwithstanding anything to the contrary in this Trademark Assignment, nothing herein is intended to, nor shall it, enlarge, modify or otherwise alter the representations, warranties, rights, remedies, covenants and obligations of the parties contained in the Agreement or the survival thereof.

This Trademark Assignment may be executed by the Assignor and Assignee in separate and several counterparts, each of which shall be an original, but which together shall constitute one and the same instrument. An executed signature page of this Trademark Assignment delivered by facsimile or PDF transmission shall be as effective as an original executed signature page.

This Trademark Assignment may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Trademark Assignment may be changed, modified or terminated only by an agreement in writing signed by the Assignor and Assignee.

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

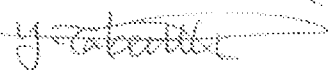
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IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Assignment as of the date first above written.

EDDINGPHARM (HONG KONG) COMPANY LIMITED

SHIONOGI & CO., LTD.

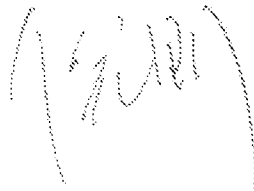
By:

By: 

Name: Xin Ni

Name: Yoshiyuki Takeuchi

Title: CEO



Title: Vice President

Intellectual Property Department