

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morphosys AG		01/11/2024	Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	Incyte Holdings Corporation		
Street Address:	1801 Augustine Cut-Off		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19803		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6625339	MUNJOVI	
Registration Number:	6625338	MINJUVI	
CORRESPONDENCE DATA			
Fax Number:	2062240779		
<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:	206-682-8100		
Email:	efiling@cojk.com		
Correspondent Name:	Frances Jagla		
Address Line 1:	Christensen O'Connor Johnson Kindness		
Address Line 2:	1201 Third Avenue, Suite 3600		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	2854-G006		
NAME OF SUBMITTER:	Frances Jagla		
SIGNATURE:	/fmjagla/		
DATE SIGNED:	01/23/2024		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), entered into as of the date of last signature set forth below (the "Execution Date"), is made by and between MORPHOSYS AG, a German Aktiengesellschaft, with offices located at Semmelweisstrasse 7, Planegg, Fed. Rep of Germany, D-82152 ("Assignor"); and INCYTE HOLDINGS CORPORATION, a Delaware corporation, with offices located at 1801 Augustine Cut-Off Wilmington, DE 19803, USA ("Assignee") (collectively, the "Parties," or each, individually, a "Party").

WHEREAS, Assignor is the owner of the trademark registrations and trademark applications set forth on Schedule A hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee wishes to acquire all right title and interest in and to the Assigned Trademarks and all issuances, extensions, and renewals thereof;

NOW, THEREFORE, the Parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following worldwide:
 - a. the Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and
 - c. 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 and 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. **Payment.** In consideration of its assignment of the Assigned Trademarks under this Assignment, Assignee shall pay to Assignor, concurrently with Assignee's execution of this Assignment, a nonrefundable payment of One Hundred US Dollars (\$100.00) to Assignor by wire transfer to a bank account to be designated in writing by Assignor.
3. **Term.** This Assignment will commence as of the Effective Date and shall continue in full force and effect worldwide without limitation of term.

4. **Mutual Representations and Warranties.** Each Party represents and warrants that (a) it is duly organized, validly existing, and in good standing as a corporation or limited liability company as represented herein under the laws and regulations of its jurisdiction of incorporation or organization; and (b) the representative executing this Assignment on its behalf has full right, power, and authority to bind that Party to perform its obligations hereunder.

5. **Assignor's Representations and Warranties.** Assignor represents and warrants that: (a) it is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Assigned Trademarks; and (b) it is the record owner of the registrations and applications set forth on Schedule A, and all such issued registrations are valid, subsisting, and in full force and effect.

6. **Counterparts.** This 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 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 Assignment.

7. **Further Assurances.** Each Party shall, upon the reasonable request of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Assignment.

8. **Amendment.** No amendment or modification to this Assignment will be effective unless made in writing and signed by both Parties. Assignee's full or partial failure or delay in enforcing any right, remedy, privilege, power, or provision in or arising out of this Assignment will not constitute a waiver of such right, remedy, privilege, power, or provision unless acknowledged and agreed to and signed by Assignor in writing.

9. **Severability.** In the event that any part or provision of this Assignment is deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability will not affect any remaining provisions and such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability.

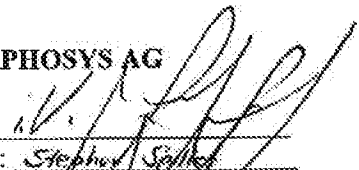
10. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

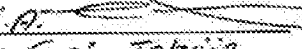
11. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would apply the law of any other jurisdiction.

[Signature page follows]

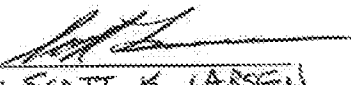
IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date by their respective officers thereunto duly authorized.

MORPHOSYS AG

By: 
Name: Stephan Söhl
Title: Sr. Director, Head of IP
Date: January 10, 2024

By: 
Name: Engin Toksoz
Title: Sr. Manager, IP
Date: January 10, 2024

INCYTE HOLDINGS CORPORATION

By: 
Name: SCOTT K. LARSEN
Title: Assistant Secretary
Date: January 11, 2024

STATE OF Delaware)
) SS.
COUNTY OF New Castle)

On the 11 day of January, 2024, before me personally appeared Scott K. Larsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity, and acknowledged the instrument to be the free act and deed of Assignee for the uses and purposes mentioned in the instrument.

Sarah Faye Deardorff
Notary Public
Printed Name: Sarah Faye Deardorff
My Commission Expires: 1/6/2026



Schedule A
Assigned Trademarks

Trademark Name	Country	Status	Application Number	Filing Date	Reg. No.	Reg. Date	Classes
MINJUVI	Algeria	Registered	1561936	19-Oct-2020	1561936	03-Jun-2021	05 Int., 42 Int.
MINJUVI	Australia	Registered	1561936	19-Oct-2020	1561936	16-Feb-2021	05 Int., 42 Int.
MINJUVI	Bahrain	Registered	1561936	19-Oct-2020	1561936	19-Oct-2020	05 Int., 42 Int.
MINJUVI	Belarus	Registered	1561936	19-Oct-2020	1561936	22-Jun-2021	05 Int., 42 Int.
MINJUVI	Brazil	Registered	1561936	19-Oct-2020	1561936	25-Nov-2021	05 Int., 42 Int.
MINJUVI	Brunei Darussalam	Registered	1561936	19-Oct-2020	1561936	19-Oct-2020	05 Int., 42 Int.
MINJUVI	Canada	Registered	1561936	19-Oct-2020	1561936	21-Jun-2023	05 Int., 42 Int.
MINJUVI	China (People's Republic)	Registered	1561936	19-Oct-2020	1561936	18-Mar-2021	05 Int., 42 Int.
MINJUVI	Colombia	Registered	1561936	19-Oct-2020	1561936	14-Jul-2021	05 Int., 42 Int.
MINJUVI	Egypt	Registered	1561936	19-Oct-2020	1561936	19-Oct-2020	05 Int., 42 Int.
MINJUVI	Georgia	Registered	1561936	19-Oct-2020	1561936	10-Dec-2021	05 Int., 42 Int.
MINJUVI	Iceland	Registered	1561936	19-Oct-2020	1561936	30-Mar-2022	05 Int., 42 Int.
MINJUVI	India	Registered	1561936	19-Oct-2020	1561936	24-May-2021	05 Int., 42 Int.
MINJUVI	Indonesia	Registered	1561936	19-Oct-2020	1561936	13-Dec-2021	05 Int., 42 Int.
MINJUVI	Int'l Registration	Registered	1561936	19-Oct-2020	1561936	19-Oct-2020	05 Int., 42 Int.
MINJUVI	Israel	Registered	1561936	19-Oct-2020	1561936	02-Nov-2021	05 Int., 42 Int.
MINJUVI	Japan	Registered	1561936	19-Oct-2020	1561936	10-Feb-2022	05 Int., 42 Int.
MINJUVI	Korea, Republic of	Registered	1561936	19-Oct-2020	1561936	27-Jun-2022	05 Int., 42 Int.
MINJUVI	Malaysia	Registered	1561936	19-Oct-2020	1561936	03-Feb-2022	05 Int., 42 Int.
MINJUVI	Mexico	Registered	1561936	19-Oct-2020	1561936	01-Apr-2022	05 Int.
MINJUVI	Mexico	Registered	1561936	19-Oct-2020	1561936	01-Apr-2022	42 Int.
MINJUVI	Morocco	Registered	1561936	19-Oct-2020	1561936	19-Oct-2020	05 Int., 42 Int.
MINJUVI	New Zealand	Registered	1561936	19-Oct-2020	1561936	29-Jun-2021	05 Int., 42 Int.
MINJUVI	Norway	Registered	1561936	19-Oct-2020	1561936	13-Oct-2021	05 Int., 42 Int.
MINJUVI	Russian Federation	Registered	1561936	19-Oct-2020	1561936	20-Feb-2021	05 Int., 42 Int.

Trademark Name	Country	Status	Application Number	Filing Date	Reg. No.	Reg. Date	Classes
MINJUVI	Singapore	Registered	1561936	19-Oct-2020	1561936	22-May-2021	05 Int., 42 Int.
MINJUVI	Switzerland	Registered	1561936	19-Oct-2020	1561936	26-Oct-2021	05 Int., 42 Int.
MINJUVI	Thailand	Pending	1561936	19-Oct-2020			05 Int., 42 Int.
MINJUVI	Tunisia	Registered	1561936	19-Oct-2020	1561936	19-Oct-2020	05 Int., 42 Int.
MINJUVI	Turkiye	Registered	1561936	19-Oct-2020	1561936	10-Jan-2022	05 Int., 42 Int.
MINJUVI	Ukraine	Registered	1561936	19-Oct-2020	1561936	26-Aug-2021	05 Int., 42 Int.
MINJUVI	United Kingdom	Registered	1561936	19-Oct-2020	1561936	28-Mar-2021	05 Int., 42 Int.
MINJUVI	Vietnam	Registered	1561936	19-Oct-2020	1561936	19-Nov-2021	05 Int., 42 Int.
MINJUVI	United States of America	Registered	90261228	17-Oct-2020	6625338	25-Jan-2022	05 Int., 42 Int.
MINJUVI	Lebanon	Registered	198843	23-Oct-2020	198843	23-Oct-2020	05 Int., 42 Int.
MINJUVI	Saudi Arabia	Registered	262379	16-Dec-2020	1442014110	04-Apr-2021	05 Int.
MINJUVI	Saudi Arabia	Registered	262383	16-Dec-2020	1442014113	04-Apr-2021	42 Int.
MINJUVI	United Arab Emirates	Registered	343735	24-Jan-2021	343735	16-Jun-2021	05 Int.
MINJUVI	United Arab Emirates	Registered	343736	24-Jan-2021	343736	16-Jun-2021	42 Int.
MINJUVI	Kuwait	Registered	2021/007096	15-Jun-2021	KW1629640	15-Jun-2021	05 Int.
MINJUVI	Kuwait	Registered	2021/007095	15-Jun-2021	KW1629638	15-Jun-2021	42 Int.
MINJUVI	Oman	Registered	141460	08-Dec-2020	141460	04-May-2021	05 Int.
MINJUVI	Oman	Registered	141461	08-Dec-2020	141461	04-May-2021	42 Int.
MINJUVI	Qatar	Registered	144693	27-Jan-2021	144693	08-Nov-2021	05 Int.
MINJUVI	Qatar	Registered	144694	27-Jan-2021	144694	08-Nov-2021	42 Int.
MINJUVI	Iraq	Pending	89400	16-Aug-2022			05 Int., 42 Int.
MINJUVI	Jordan	Registered	175535	19-Oct-2020	175535	29-May-2022	05 Int.
MINJUVI	Jordan	Registered	175638	19-Oct-2020	175638	29-May-2022	42 Int.
MINJUVI	South Africa	Pending	2020/28325	19-Oct-2020			05 Int.
MINJUVI	South Africa	Pending	2020/28326	19-Oct-2020			42 Int.
MINJUVI	Taiwan	Registered	109073138	19-Oct-2020	02152727	01-Jul-2021	05 Int., 42 Int.
MINJUVI	Macau	Registered	N/174593	22-Oct-2020	N/174593	08-Jun-2021	05 Int.
MINJUVI	Macau	Registered	N/174592	22-Oct-2020	N/174592	08-Jun-2021	42 Int.
MINJUVI	Hong Kong	Registered	305423364	20-Oct-2020	305423364	11-Mar-2021	05 Int., 42 Int.
MINJUVI	European Union	Registered	018228890	22-Apr-2020	018228890	21-Aug-2020	05 Int., 42 Int.

Trademark Name	Country	Status	Application Number	Filing Date	Reg. No.	Reg. Date	Classes
MINJUVI	Argentina	Registered	3.948.203	16-Oct-2020	3.249.257	06-Jan-2022	05 Int.
MINJUVI	Argentina	Registered	3.948.204	19-Oct-2020	3.249.258	06-Jan-2022	42 Int.
MINJUVI	Chile	Registered	1379442	20-Oct-2020	1.364.363	15-Feb-2022	05 Int., 42 Int.
MINJUVI	Peru	Registered	868227-2020	20-Oct-2020	29580	05-Apr-2021	05 Int., 42 Int.
MINJUVI	Ecuador	Registered	SENADI-2020-66311	19-Oct-2020	SENADI_2020_Tl_1206	31-May-2021	05 Int.
MINJUVI	Ecuador	Published	SENADI-2020-66341	19-Oct-2020			42 Int.
MINJUVI	Bolivia	Registered	SM 3672-2020	22-Oct-2020	195869	18-Nov-2021	05 Int.
MINJUVI	Bolivia	Registered	SM 3673-2020	22-Oct-2020	202114-C	09-Sep-2022	42 Int.
MINJUVI	Paraguay	Registered	2066572	20-Oct-2020	537.772	04-Feb-2022	05 Int.
MINJUVI	Paraguay	Registered	2066575	20-Oct-2020	537.773	04-Feb-2022	42 Int.
MINJUVI	Uruguay	Registered	518.325	19-Oct-2020	518325	10-Jun-2022	05 Int., 42 Int.
MINJUVI	Panama	Published	284214-01	02-Oct-2020			05 Int., 42 Int.
MINJUVI	Costa Rica	Registered	2020-8677	21-Oct-2020	296005	26-Apr-2021	05 Int.
MINJUVI	Dominican Republic	Registered	2020-42016	21-Oct-2020	273933	01-Feb-2021	05 Int., 42 Int.
MINJUVI	Philippines	Pending	42023527151	18-Oct-2023			05 Int., 42 Int.
Minjuvi in Cyrillic Characters МИНДЖУВИ	Russian Federation	Pending	2023767691	27-Jul-2023			05 Int., 42 Int.
Minjuvi in Hangul characters 민쥬비	Korea, Republic of	Published	40-2022-0038384	28-Feb-2022			05 Int., 42 Int.
MINJUVI in ミンジュビ	Japan	Registered	2021-065514	26-May-2021	6500997	18-Jan-2022	05 Int., 42 Int.
MUNJOVI	Australia	Registered	1573154	19-Oct-2020	1573154	27-Apr-2021	05 Int., 42 Int.
MUNJOVI	Brazil	Registered	1573154	19-Oct-2020	1573154	25-Nov-2021	05 Int., 42 Int.
MUNJOVI	Canada	Registered	1573154	19-Oct-2020	1573154	01-Nov-2023	05 Int., 42 Int.
MUNJOVI	China (People's Republic)	Registered	1573154	19-Oct-2020	1573154	24-May-2021	05 Int., 42 Int.
MUNJOVI	Iceland	Registered	1573154	19-Oct-2020	1573154	04-Jul-2022	05 Int., 42 Int.
MUNJOVI	India	Registered	1573154	19-Oct-2020	1573154	01-Jul-2021	05 Int., 42 Int.
MUNJOVI	Int'l Registration - Madrid Protocol	Registered	1573154	19-Oct-2020	1573154	19-Oct-2020	05 Int., 42 Int.

Trademark Name	Country	Status	Application Number	Filing Date	Reg. No.	Reg. Date	Classes
MUNJOVI	Israel	Registered	1573154	19-Oct-2020	1573154	02-Nov-2021	05 Int., 42 Int.
MUNJOVI	Japan	Registered	1573154	19-Oct-2020	1573154	03-Mar-2022	05 Int., 42 Int.
MUNJOVI	Korea, Republic of	Registered	1573154	19-Oct-2020	1573154	02-May-2022	05 Int., 42 Int.
MUNJOVI	Mexico	Registered	1573154	19-Oct-2020	1573154	20-Apr-2022	42 Int.
MUNJOVI	Mexico	Registered	1573154	19-Oct-2020	1573154	20-Apr-2022	05 Int.
MUNJOVI	New Zealand	Registered	1573154	19-Oct-2020	1573154	28-Sep-2021	05 Int., 42 Int.
MUNJOVI	Norway	Registered	1573154	19-Oct-2020	1573154	28-Dec-2021	05 Int., 42 Int.
MUNJOVI	Russian Federation	Registered	1573154	19-Oct-2020	1573154	26-Apr-2021	05 Int., 42 Int.
MUNJOVI	Switzerland	Registered	1573154	19-Oct-2020	1573154	17-Dec-2021	05 Int., 42 Int.
MUNJOVI	Turkiye	Registered	1573154	19-Oct-2020	1573154	28-Jun-2021	05 Int., 42 Int.
MUNJOVI	United Kingdom	Registered	1573154	19-Oct-2020	1573154	08-Jun-2021	05 Int., 42 Int.
MUNJOVI	United States of America	Registered	90261241	17-Oct-2020	6625339	25-Jan-2022	05 Int., 42 Int.
MUNJOVI	Taiwan	Registered	109073139	19-Oct-2020	02152728	01-Jul-2021	05 Int., 42 Int.
MUNJOVI	Macau	Registered	N/174591	22-Oct-2020	N/174591	08-Jun-2021	05 Int.
MUNJOVI	Macau	Registered	N/174590	22-Oct-2020	N/174590	08-Jun-2021	42 Int.
MUNJOVI	Hong Kong	Registered	305423373	20-Oct-2020	305423373	11-Mar-2021	05 Int., 42 Int.
MUNJOVI	Argentina	Registered	3.948.205	16-Oct-2020	3.249.259	06-Jan-2022	05 Int.
MUNJOVI	Argentina	Registered	3.948.202	16-Oct-2020	3.249.256	06-Jan-2022	42 Int.
MUNJOVI	Iraq	Pending	94039	08-Jun-2023			05 Int., 42 Int.
MUNJOVI	European Union	Registered	018228426	22-Apr-2020	018228426	19-Aug-2020	05 Int., 42 Int.