

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM870372

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 Inc.		07/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avion Pharmaceuticals, LLC		
Street Address:	1880 MCFARLAND PARKWAY, SUITE 110		
City:	ALPHARETTA		
State/Country:	GEORGIA		
Postal Code:	30005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0838249	PONSTEL	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	8643732260		
Email:	IPdocket@nelsonmullins.com, elaine.stephenson@nelsonmullins.com		
Correspondent Name:	Neil C. Jones		
Address Line 1:	Nelson Mullins Riley & Scarborough LLP		
Address Line 2:	301 SOUTH COLLEGE STREET, SUITE 2300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Neil c. jones		
SIGNATURE:	/Neil C. Jones/		
DATE SIGNED:	01/23/2024		
Total Attachments: 6			
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OP \$40.00 0838249

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of July 24, 2020, by and between **Shionogi Inc.**, a Delaware corporation with an address of 300 Campus Drive, Florham Park, NJ 07932 ("Assignor"), and **Avion Pharmaceuticals, LLC**, having its principal place of business at 1880 McFarland Parkway, Suite 105, Alpharetta, GA 30005 ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks, service marks, logos, and trade names, whether or not registered, shown on the attached Schedule A (the "Trademark"), and including all applications and registrations thereof, and all goodwill associated with any of the foregoing; and

WHEREAS, pursuant to the Asset Purchase Agreement, of even date herewith (the "Agreement"), by and between Assignee and Assignor, Assignee desires to acquire all right, title, and interest in and to said Trademark, the applications and registrations thereof, and all of the goodwill associated with any of the foregoing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest, in and to the Trademark, whether or not registered, together with the goodwill of the business in connection therewith in the United States of America, including but not limited to the right to sue and collect damages for infringement of the Trademark, whether infringements are now known or later discovered; the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives. In order to give full force and effect to this Trademark Assignment, Assignor agrees that Assignee may record this Trademark Assignment with the United States Patent and Trademark Office, and Assignor further agrees to sign any additional documents or assist in the transfer of the Trademark at Assignee's expense, but for the purpose of clarity, such expense shall not include additional compensation to Assignor.

The interpretation and construction of this Trademark Assignment shall be governed by the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive law of another jurisdiction. Each of the Parties covenants and agrees, to do, execute, acknowledge and deliver, at the reasonable request of the other Party, 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 assignments and assumptions contemplated by this Trademark Assignment.

The Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to record the Assignee as owner of the Trademark.

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.

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 shall not be amended or otherwise modified, except by a written agreement dated subsequent to the date of this Trademark Assignment and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.

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

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, each of the Parties has executed this Trademark Assignment as of the date first set forth above.

Shionogi Inc.

Electronically signed by: James Garrison
Reason: I approve this document
Date: Jul 20, 2020 16:36 EDT

James Garrison

By: _____

Name: James Garrison

Title: VP, Business Development

Avion Pharmaceuticals, LLC

Electronically signed by: Art Deas
Reason: I approve this document
Date: Jul 22, 2020 13:18 EDT

Art Deas

By: _____

Name: Art Deas

Title: CEO

SCHEDULE A
TRADEMARK

The following trademark registered with the U.S. Patent and Trademark Office:

<u>Reg. Number</u>	<u>Registration Date</u>	<u>Word Mark</u>
0838249	November 7, 1967	PONSTEL










SI/Avion - Trademark Assignment - Ponstel - July 24, 2020 - Final for Signature

Final Audit Report

2020-07-22

Created:	2020-07-20
By:	Michele Quarles (michele.quarles@shionogi.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6MIXqPPu7WEjux3JVLoVPRaGuCS6rtM

"SI/Avion - Trademark Assignment - Ponstel - July 24, 2020 - Final for Signature" History

-  Document created by Michele Quarles (michele.quarles@shionogi.com)
2020-07-20 - 8:23:15 PM GMT- IP address: 128.121.12.36
-  Document emailed to James Garrison (james.garrison@shionogi.com) for signature
2020-07-20 - 8:24:07 PM GMT
-  Email viewed by James Garrison (james.garrison@shionogi.com)
2020-07-20 - 8:36:15 PM GMT- IP address: 128.121.12.36
-  James Garrison (james.garrison@shionogi.com) has agreed to the terms of use and to do business electronically with Shionogi Inc.
2020-07-20 - 8:36:43 PM GMT- IP address: 128.121.12.36
-  Document e-signed by James Garrison (james.garrison@shionogi.com)
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-  Document emailed to Art Deas (adeas@acellapharma.com) for signature
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-  Art Deas (adeas@acellapharma.com) has agreed to the terms of use and to do business electronically with Shionogi Inc.
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-  Document e-signed by Art Deas (adeas@acellapharma.com)
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Signed document emailed to James Garrison (james.garrison@shionogi.com), Michele Quarles (michele.quarles@shionogi.com) and Art Deas (adeas@acellapharma.com)

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RECORDED: 01/23/2024

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