

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI12309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AllerQuest, LLC		01/02/2024	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Company Name:	ALK-Abelló, Inc.		
Street Address:	135 Route 202/206, Suite #3		
City:	Bedminster		
State/Country:	NEW JERSEY		
Postal Code:	07921		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97308228	PENPAK	
Serial Number:	88602419	PRE-PEN	
Serial Number:	97308139	PRE-PEN PLUS	
Serial Number:	97308275	PREPENPAK	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853155		
Email:	trademarks@troutman.com,kristina.woodruff@troutman.com		
Correspondent Name:	Austin Padgett Esq.		
Address Line 1:	600 Peachtree Street NE, Suite 3000		
Address Line 2:	Troutman Pepper		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	147155.000012		
NAME OF SUBMITTER:	KRISTINA WOODRUFF		
SIGNATURE:	KRISTINA WOODRUFF		
DATE SIGNED:	02/07/2024		
Total Attachments: 4			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) dated as of January 2, 2024 (the “Effective Date”), is made by and between AllerQuest LLC, a Connecticut limited liability company (“Assignor”), and ALK-Abelló, Inc., a Delaware corporation (“Assignee”) (each, a “Party,” and, together, the “Parties”).

RECITALS

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of December 22, 2023 (the “APA”), by and between Assignor, Assignee, and solely for the purposes stated therein, the Members, Assignor has agreed to sell, transfer and assign, and Assignee has agreed to purchase and accept from Assignor, among other things, the Business Intellectual Property; and

WHEREAS, the Parties have agreed to enter into this Agreement for Assignor to sell, assign, convey and transfer all right, title and interest in and to the Business Intellectual Property to Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth and other good and valuable consideration, including the consideration paid to Assignor by Assignee as set forth in the APA, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the APA.

2. Assignment. Effective as of 12:01 a.m. Eastern Time on the Effective Date, Assignor, on behalf of itself and its Affiliates, hereby irrevocably sells, assigns, conveys and transfers to Assignee, and Assignee hereby accepts the sale, assignment, conveyance and transfer from Assignor of, all of the rights, title and interest in and to the Business Intellectual Property, and all goodwill associated therewith free and clear of all Encumbrances (other than Permitted Encumbrances), for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s and each of its Affiliates’ successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor and its Affiliates if this assignment had not been made; and, in each case, together with all rights of priority and renewals, and to collect all royalties, products and proceeds in connection with any of the foregoing, all rights to sue or bring other causes of action or any other claims for, and to collect damages and other rights of recovery in connection with, any past, present and future infringement, misappropriation or other violation thereof and all other claims relating to any such Business Intellectual Property (regardless of whether arising prior to, as of, or after the date hereof or known or unknown), and all associated rights in, to or under any of the foregoing in any jurisdiction throughout the world, whether now or hereafter existing, in each case free and clear of all Encumbrances (other than Permitted Encumbrances).

3. Recordation. Assignor hereby authorizes and requests the relevant officials of, as applicable, the United States Patent and Trademark Office, the United States Copyright Office, and each of their respective counterparts in any applicable jurisdiction in the world (each, an “IP Office”), to take all necessary actions to record Assignee as the owner of any

Business Intellectual Property. Assignor hereby acknowledges and agrees that Assignee, itself or through any designee (and, for clarity, any of its successors or assigns) shall have the right to record any short-form intellectual property assignment agreement(s) and other required documents, with any IP Office so as to record and perfect the assignment, and Assignee's (or any of its successors' or assigns') ownership of, the Business Intellectual Property at Assignee's cost and expense.

4. Further Assurances. Assignor shall provide to Assignee, its successors, assigns and other legal representatives, cooperation and assistance, as may be reasonably requested by Assignee from time to time and at Assignee's cost and expense, including, without limitation, in the (i) execution and delivery of any instruments and documents to effect, confirm, perfect and record any assignments contemplated hereunder, (ii) preparation, filing and prosecution of any application for registration of any Business Intellectual Property and the protection and enforcement thereof, (iii) prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise with respect to any Business Intellectual Property, including, without limitation, testifying as to any facts relating to any such Business Intellectual Property and this Agreement, and (iv) delivery of any affidavits, declarations, oaths, samples, exhibits, specimens and other documentation and information with respect to any of the foregoing and to otherwise carry out the purposes of this Agreement.

5. Governing Law; Forum. This Agreement and all claims or disputes arising hereunder 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 (whether of the State of New York or any other jurisdiction). Any Action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby or thereby shall be brought and determined exclusively in the state and federal courts in New York City, New York, and each of the Parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Action and irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of the venue of any such Action in any such court or that any such Action which is brought in any such court has been brought in an inconvenient forum.

6. Waiver of Jury Trial. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

7. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or portable document formation (.pdf)), each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date first written above.

ASSIGNOR:

ALLERQUEST LLC

DocuSigned by:
James Wolfe
By: _____
420D1995FF384DB...
Name: James D. Wolfe, M.D.
Title: President

MEMBERS:

DocuSigned by:
James Wolfe
By: _____
420D1995FF384DB...
Name: James D. Wolfe, M.D.

DocuSigned by:
Franklin Adkinson
By: _____
2BE8F516169C4D7...
Name: N. Franklin Adkinson, Jr., M.D.

DocuSigned by:
Richard Bauer
By: _____
BF8F836B9AE9409...
Name: Richard W. Bauer, Ph. D.

ASSIGNEE:

ALK-ABELLÓ, INC.

DocuSigned by:
Hans Lindeberg
By: _____
41483ED3C06B4C6...
Name: Hans Lindeberg
Title: Senior Vice President, Americas Commercial Operations

DocuSigned by:
Claus Steensen Sølje
By: _____
C5D42233DFD54E9...
Name: Claus Steensen Sølje
Title: Chief Financial Officer

[Signature Page to the Intellectual Property Assignment Agreement]

ATTACHMENT
 BUSINESS INTELLECTUAL PROPERTY
 (by jurisdiction)

United States

TM/AN/RN/Disc laimer	Status/Key Dates	Full Goods/Services
<u>PENPAK</u> SN: 97308228	Published, January 2, 2024 Office Status: Published For Opposition Filed: March 11, 2022 Register Type: Principal Register	Int'l Class: 05 (Int'l Class: 05) medical testing kits comprised of reagents for skin testing to exclude the presence of penicillin allergy in patients with a history of penicillin allergy
<u>PRE-PEN</u> RN: 6023422 SN: 88602419	Registered, March 31, 2020 Int'l Class: 05 First Use: January 1, 1967 Filed: September 3, 2019 Registered: March 31, 2020 Register Type: Principal Register	Int'l Class: 05 (Int'l Class: 05) diagnostic test injection for application to the skin for determining allergies, said injection containing a compound called penicilloyl polylysine created by from bonding penicilloic acid to a polymer of lysine
<u>PRE-PEN PLUS</u> SN: 97308139	Published, January 2, 2024 Office Status: Published For Opposition Filed: March 11, 2022 Register Type: Principal Register	Int'l Class: 05 (Int'l Class: 05) medical testing kits comprised of reagents for skin testing to exclude the presence of penicillin allergy in patients with a history of penicillin allergy
<u>PREPENPAK</u> SN: 97308275	Published, January 2, 2024 Office Status: Published For Opposition Filed: March 11, 2022 Register Type: Principal Register	Int'l Class: 05 (Int'l Class: 05) medical testing kits comprised of reagents for skin testing to exclude the presence of penicillin allergy in patients with a history of penicillin allergy