

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI41731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bellicum Pharmaceuticals, Inc.		02/21/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Board of Regents of The University of Texas System		
Street Address:	210 West 7th Street		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	State Agency: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4425891	CASPACE	
Registration Number:	5317366	GOCAR-T	
Serial Number:	90133195	VERSWITCH	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	2026253500		
Email:	kattendctm@katten.com		
Correspondent Name:	Sean Wooden		
Address Line 1:	Katten Muchin Rosenman LLP - 1919 Pennsylvania Avenue, NW - Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	395591-00011		
NAME OF SUBMITTER:	Daria DeLizio		
SIGNATURE:	Daria DeLizio		
DATE SIGNED:	02/21/2024		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is entered into effective as of February 21, 2024, by and between Bellicum Pharmaceuticals, Inc., a Delaware corporation (the “**Assignor**”) and the Board of Regents of The University of Texas System (the “**Assignee**”, together with Assignor, the “**Parties**”), for the use and benefit of The University of Texas M.D. Anderson Cancer Center, an institution of higher education and an agency of the State of Texas (“**Purchaser**”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement (defined below).

WHEREAS, the Assignor and Purchaser are parties to that certain Asset Purchase Agreement, dated as of November 21, 2023 (the “**Asset Purchase Agreement**”), pursuant to which the Assignor has agreed to, among other things, sell, transfer, convey, assign and deliver to the Purchaser or designated Affiliate of Purchaser all of the Assignor’s right, title, and interest in, to and under all of the Transferred Trademarks (as defined herein) for consideration and upon the terms and conditions set forth in the Asset Purchase Agreement;

WHEREAS, Section 2.2 of the Asset Purchase Agreement permits Purchaser to designate one or more of its Affiliates to receive title to all or any portion of the Transferred Assets or to assume all or any portion of the Assumed Liabilities by providing written notice to Assignor;

WHEREAS, Assignor acknowledges that the Board is an Affiliate of Purchaser and that this Assignment constitutes sufficient written notice from Purchaser; and

WHEREAS, Purchaser has designated Assignee to receive title to certain Transferred Assets as detailed below.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Transferred Trademarks. “**Transferred Trademarks**” means all Trademarks set forth on Exhibit A, together with all goodwill associated with the foregoing.

2. Conveyance. The Assignor does hereby sell, transfer, convey, assign and deliver to the Assignee all of the Assignor’s right, title and interest in, to and under all of the Transferred Trademarks in and throughout the United States of America, its territories and all foreign countries, in, to and under respective registrations, together with any and all of the goodwill of the business symbolized by and associated with the Transferred Trademarks, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and all rights of actions, powers, and benefit to the Transferred Trademarks, due or accrued, and including the right to sue for and recover in the Assignee’s own name and that of its successors and assigns and other legal representatives all remedies of every nature, including without limitation rights to injunctive relief, damages, profits, royalties, costs, and attorney fees, arising out of any infringement of the Transferred Trademarks, or injury to the related goodwill, occurring prior to or after the date of this Assignment.

3. Recordation. The Assignor hereby requests that the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable Governmental Body or registrar (including any applicable foreign or international office or registrar) record the Assignee as the assignee and owner of the Transferred Trademarks. The Assignor further authorizes the respective trademark office or governmental agency in each other jurisdiction to issue any and all Trademarks that may be granted upon any of the Transferred Trademarks in the name of the Assignee, as the assignee to the entire interest therein.

4. Information and Assistance.

4.1 Upon the Assignee's reasonable request and without further compensation, the Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

4.2 If the Assignee is unable for any reason to secure any of the Assignor's signatures to any document required to file, prosecute, register or memorialize the assignment of any rights under any Transferred Trademarks as provided under this Assignment, the Assignor hereby irrevocably designates and appoints the Assignee and the Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on each of the Assignor's behalf and instead of the Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Transferred Trademarks all with the same legal force and effect as if executed by the Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

5. No Third-Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or to give to, any Person other than Assignees and their respective successors and assigns any remedy or claim under or by reason of this Assignment or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements in this Assignment contained shall be for the sole and exclusive benefit of Assignees and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The words "execution," "signed," "signature," and words of like import in this Assignment or in any other certificate, agreement or document related to this Assignment shall include images of manually executed signatures transmitted by portable document format ("pdf", "tif" or "jpg") or other electronic transmission (including, DocuSign and AdobeSign). The use of electronic signatures and electronic records shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the Delaware Uniform Electronic Transactions Act and any other applicable Law.

7. Asset Purchase Agreement Controls. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit, or affect the rights of any person under the Asset Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control. In furtherance of the foregoing, Sections 8.1, 8.4, 8.6, 8.8

through 8.11, and 8.14 through 8.18 of the Asset Purchase Agreement are hereby incorporated into this Assignment by references and shall apply to this Assignment *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the day and year first above written.

ASSIGNEE:

**BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM**

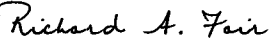
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By: 3077F1FEB118480...

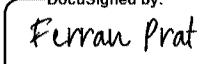
Name: Omer Sultan
Title: Senior Vice President and Chief
Financial Officer of The University of
Texas M.D. Anderson Cancer Center

ASSIGNOR:

BELLICUM PHARMACEUTICALS, INC.

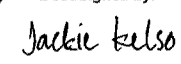
DocuSigned by:

By: 69E0BA5C3792466...
Name: Richard A. Fair
Title: Principal Executive and Financial Officer

READ AND APPROVED:

DocuSigned by:

By: 5455B037EB61471...

Name: Ferran Prat, Ph.D., J.D.
Title: Senior Vice President, Research
Administration and Industry Relations

**Reviewed and Approved by
UTMDACC Legal Services for
UTMDACC Signature:**

DocuSigned by:

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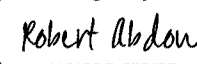
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Exhibit A

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Goods/Services	Status
CIDeCAR	European Union	12723425	3/24/2014	12723425	8/20/2014	Class 01: Cells for scientific or laboratory research; DNA used to create genetically engineered cells and tissue Class 05: Gene therapy products, namely, genetically engineered cells; pharmaceuticals for use in the treatment of cancer; infectious diseases; and in cellular transplants; vaccines for use in the fields of oncology and infectious; cells for medical research Class 42: Medical and scientific research services	Registered
GOCAR-T	European Union	13245436	9/11/2014	13245436	1/22/2015	Class 01: Cells for scientific, laboratory research Class 05: Gene therapy products, namely, genetically engineered cells; Cells for medical research Class 42: Medical and scientific research services	Registered
NEXCELUS	European Union	016432081	3/6/2017	016432081	6/19/2017	Class 05: Pharmaceuticals	Registered
TEPLENTIS	European Union	016415275	2/27/2017	016415275	6/12/2017	Class 05: Cells for medical or clinical use	Registered
TFENSE	European Union	016415259	2/27/2017	016415259	6/12/2017	Class 05: Cells for medical or clinical use	Registered
TPLENTIS	European Union	016432098	3/6/2017	016432098	6/20/2017	Class 05: Cells for medical or clinical use	Registered
VERSWITCH	European Union	016415242	2/27/2017	016415242	6/12/2017	Class 05: Pharmaceuticals	Registered
CIDeCAR	United Kingdom	12723425	3/24/2014	UK00912723425	8/20/2014	Class 01: Cells for scientific or laboratory research; DNA used to create genetically engineered cells and tissue Class 05: Gene therapy products, namely, genetically engineered cells; pharmaceuticals for use in the treatment of cancer; infectious diseases; and in cellular transplants; vaccines for use in the fields of oncology and infectious; cells for medical research Class 42: Medical and scientific research services	Registered
GOCAR-T	United Kingdom	13245436	9/11/2014	UK00913245436	1/22/2015	Class 01: Cells for scientific, laboratory research Class 05: Gene therapy products, namely, genetically engineered cells; Cells for medical research Class 42: Medical and scientific research services	Registered
NEXCELUS	United Kingdom	3216805	3/6/2017	3216805	5/26/2017	Class 05: Pharmaceuticals	Registered
NEXCELUS	United Kingdom	016432081	3/6/2017	UK00916432081	6/19/2017	Class 05: Pharmaceuticals	Registered
REPCELIT	United Kingdom	1402272	4/18/2018	UK00801402272	10/19/2018	Class 05: Cells for medical or clinical use	Registered
TEPLENTIS	United Kingdom	3215425	2/27/2017	UK00003215425	5/19/2017	Class 05: Cells for medical or clinical use	Registered

Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Goods/Services	Status
TEPLENTIS	United Kingdom	016415275	2/27/2017	UK00916415275	6/12/2017	Class 05: Cells for medical or clinical use	Registered
TFENSE	United Kingdom	3215421	2/27/2017	UK00003215421	5/19/2017	Class 05: Cells for medical or clinical use	Registered
TFENSE	United Kingdom	016415259	2/27/2017	UK00916415259	6/12/2017	Class 05: Cells for medical or clinical use	Registered
TPLENTIS	United Kingdom	3216804	3/6/2017	UK00003216804	5/26/2017	Class 05: Cells for medical or clinical use	Registered
TPLENTIS	United Kingdom	016432098	3/6/2017	UK00916432098	6/20/2017	Class 05: Cells for medical or clinical use	Registered
VERSWITCH	United Kingdom	3215420	2/27/2017	UK00003215420	5/19/2017	Class 05: Pharmaceuticals	Registered
VERSWITCH	United Kingdom	016415242	2/27/2017	UK00916415242	6/12/2017	Class 05: Pharmaceuticals	Registered
XELTRIGOR	United Kingdom	1409508	4/18/2018	UK00801409508	12/4/2018	Class 05: Pharmaceutical preparations for use in connection with cellular transplants	Registered
CASPACIDE	United States	85148750	10/8/2010	4425891	10/29/2013	Class 01: Biological preparations for scientific or clinical use, namely, non-medical DNA used to create genetically engineered cells Class 05: Gene therapy products, namely, genetically engineered tissue for transplant purposes	Registered
GOCAR-T	United States	86218763	3/12/2014	5317366	10/24/2017	Class 01: Cells for scientific, laboratory or medical research Class 05: Gene therapy products, namely, genetically engineered cells for medical or clinical use	Registered
VERSWITCH	United States	90133195	8/24/2020			Class 05: Pharmaceutical preparations for use in connection with cellular transplants	Pending; Allowed

TRADEMARK

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RECORDED: 02/21/2024