

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI108857

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blueprint Medicines Corporation		02/22/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Rigel Pharmaceuticals, Inc.		
<b>Street Address:</b>	611 Gateway Blvd., Suite 900		
<b>City:</b>	South San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94080		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6309740	GAVRETO	
<b>Registration Number:</b>	6613842	GAVRETO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4155917506		
<b>Email:</b>	sfttrademarks@faegredrinker.com		
<b>Correspondent Name:</b>	Diane J. Mason		
<b>Address Line 1:</b>	Four Embarcadero Center, 27th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	220802		
<b>NAME OF SUBMITTER:</b>	Jessica Taekman		
<b>SIGNATURE:</b>	Jessica Taekman		
<b>DATE SIGNED:</b>	03/20/2024		
<b>Total Attachments: 7</b>			
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**TRADEMARK**

**REEL: 008374 FRAME: 0799**

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment Agreement**”) is made as of February 22, 2024 (the “**Effective Date**”), by and between Blueprint Medicines Corporation, a Delaware corporation (“**Assignor**”), and Rigel Pharmaceuticals, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated February 22, 2024, as may be amended from time to time (the “**Asset Purchase Agreement**”); and

WHEREAS, Assignee is desirous of acquiring, in connection with the transactions contemplated by the Asset Purchase Agreement, the entire right, title and interest in and to the assets set forth in Section 2 of this IP Assignment Agreement.

NOW, THEREFORE, subject to the terms and conditions set forth in the Asset Purchase Agreement and in consideration of the premises and other good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement. Whenever used in this IP Assignment Agreement, the terms “include,” “includes” and “including” mean “include, without limitation,” “includes, without limitation” and “including, without limitation,” respectively.

2. Assignment. Assignor hereby sells, conveys, assigns, transfers, delivers and sets over unto Assignee, its successors, legal representatives and assigns, Assignor’s entire right, title and interest in and to all Transferred Patents and Transferred Marks, each as listed on Exhibit A attached hereto, and

(a) with respect to the Transferred Patents, (i) patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, and extensions thereof, in each case in the Territory and claiming priority to the underlying said Transferred Patents, (ii) all damages, claims, and payments for infringement of the foregoing in the Territory occurring prior to, on or after the Effective Date, (iii) all rights to sue for past, present and future infringement of the foregoing in the Territory (including the right to settle such suits), and (iv) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives, and

(b) with respect to the Transferred Marks, (i) the goodwill of the business symbolized thereby in the Territory, (ii) all renewals and extensions of any application, registration and filing that is a Transferred Mark, (iii) damages, claims, and payments for past, present or future infringements of the foregoing in the Territory occurring on or after the Effective Date, (iv) all rights to sue for past, present or future infringements of the foregoing in the Territory (including the right to settle any such suit), and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives,

in each case effective as of the Effective Date.

3. Authorization. Assignor hereby authorizes and requests the United States Patent and Trademark Office to respectively issue the same to the Assignee and to respectively record the Assignee as owner of the Transferred Patents and the Transferred Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee and its successors, legal representatives and assigns.

4. Further Assurances. Assignor shall provide Assignee with all such assistance that Assignee may reasonably request for the full utilization of the rights granted in Section 2 above, including making or executing (or causing Assignor's current or former employees or contractors to make or execute), as applicable, all filings, applications and any further assignments or other documents or instruments, signing all lawful papers, and making all rightful oaths necessary or desirable to carry out the purposes or intent of this IP Assignment Agreement and to aid the Assignee and its successors, legal representatives and assigns to obtain and enforce proper protection for the Transferred Patents and Transferred Marks in the United States and to record the Assignee as owner of the Transferred Patents and Transferred Marks. Assignor's reasonable costs and expenses incurred in connection with such assistance to Assignee shall be borne by Assignee.

5. General.

(a) Governing Law. This IP Assignment Agreement and its negotiation, execution, performance or non-performance, interpretation, termination, construction and all Legal Proceedings (whether in contract, in tort, at law, or otherwise) that may be based upon, arise out of, or relate to this IP Assignment Agreement, or the transactions contemplated hereby, shall be exclusively governed by, and construed in accordance with, the Laws of the State of New York regardless of Laws that might otherwise govern under any applicable conflict of laws principles.

(b) Jurisdiction. Any Legal Proceeding (whether in contract, in tort, at law, or otherwise) based upon, arising out of, or related to this IP Assignment Agreement and its negotiation, execution, performance, non-performance, interpretation, termination, construction or the transactions contemplated hereby shall be heard and determined in the United States District Court for the Southern District of New York or any New York State court sitting in New York City and the Parties hereto hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Legal Proceeding and irrevocably and unconditionally waive the defense of an inconvenient forum to the maintenance of any such Legal Proceeding. The consents to jurisdiction and venue set forth herein shall not constitute general consents to service of process in the State of New York and shall have no effect for any purpose except as provided in this Section 5(b) and shall not be deemed to confer rights on any Person other than the Parties hereto. Each Party hereto agrees that the service of process upon such Party in any Legal Proceeding arising out of or relating to this IP Assignment Agreement shall be effective if notice is given in accordance with the terms of Section [11.1] of the Asset Purchase Agreement. Each of the Parties also agrees that any final, non-appealable judgment against a Party in connection with any Legal Proceeding arising out of or relating to this IP Assignment Agreement shall be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment.

(c) WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY LEGAL PROCEEDING (WHETHER IN CONTRACT, IN TORT, AT LAW, OR OTHERWISE) BASED UPON, ARISING OUT OF, OR RELATED TO THIS IP ASSIGNMENT AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS IP ASSIGNMENT AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS IP ASSIGNMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THE PARTIES HERETO ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP AND THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS IP ASSIGNMENT AGREEMENT. THE PARTIES HERETO FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS OR HIS, AS THE CASE MAY BE, LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS IP ASSIGNMENT AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS IP ASSIGNMENT AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) Counterparts. This IP Assignment Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This IP Assignment Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Any counterpart may be executed by facsimile or portable document format (PDF) sent by electronic mail or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 will be deemed to be original signatures, will be valid and binding upon the parties, and, upon delivery, will constitute due execution of this IP Assignment Agreement.

(e) Entire Agreement. This IP Assignment Agreement, the Asset Purchase Agreement, and the agreements and documents contemplated thereunder, including the Ancillary Agreements, contains the entire agreement between the Parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for (i) the Confidentiality Agreement which will remain in full force and effect for the term provided for therein and (ii) any written agreement of the Parties that expressly provides that it is not superseded by this IP Assignment Agreement, the Asset Purchase Agreement or any Ancillary Agreement. This IP Assignment Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by authorized representatives of both Assignor and Assignee.

(f) Binding Agreement. This IP Assignment Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted

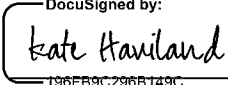
assigns. Nothing in this IP Assignment Agreement, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, change, rescind, waive, exceed, enlarge, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this IP Assignment Agreement conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern. This IP Assignment Agreement is only intended to effect the transfer of the Transferred Patents and Transferred Marks pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment Agreement to be executed by its duly authorized representative effective as of the Effective Date.


**ASSIGNOR:**

**BLUEPRINT MEDICINES CORPORATION**

By:    
Name: Kate Haviland   
Title: Chief Executive Officer

**ASSIGNEE:**

**RIGEL PHARMACEUTICALS, INC.**

By:   
Name: Raul R. Rodriguez  
Title: President and Chief Executive Officer

[Signature page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 008374 FRAME: 0805**




**Schedule A**

**Intellectual Property (Transferred Patents, Transferred Marks and Transferred Domain Names)**

Transferred Domain Names

1. gavreto.com (currently owned by Genentech)
2. gavreto.info
3. gavreto.net
4. gavreto.org
5. gavretohcp.com (currently owned by Genentech)
6. gavretohcp.info
7. gavretohcp.net
8. gavretohcp.org
9. gavretopro.com
10. mygavreto.com

Transferred Marks

Trademark	Design	Country	Application No	Application Date	Registration No	Int. Classes	Trademark Status
GAVRETO		United States	88492520	Jun 27 2019	6309740	5	Registered
GAVRETO (and Design)		United States	90546447	Feb 25 2021	6613842	36, 41, 42, 44	Registered

Transferred Patents

BP Ref Number	Country	Status	Patent Number	Application Number	Filing Date
2015-7021US	United States	Granted	10030005	15/340428	01-Nov-2016
2015-7021US1	United States	Granted	10584114	16/041719	20-Jul-2018
2015-7021US2	United States	Granted	11279688	16/775646	29-Jan-2020
2015-7021US3	United States	Published		17/669785	11-Feb-2022
2015-7021US4	United States	Pending		18/422258	25-Jan-2024
2018-6032US1	United States	Allowed		17/061743	02-Oct-2020
2018-6032US2	United States	Granted	11273160	17/127041	18-Dec-2020
2018-6032US3	United States	Granted	11,872,192	17/377885	16-Jul-2021
2018-6034US	United States	Published		17/267149	09-Aug-2019
2020-6038US	United States	Pending		18/255,402	03-Dec-2021
2020-6039US	United States	Published		18/000,166	28-May-2021
2020-6040US	United States	Published		18/000,168	28-May-2021