

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI127856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roivant Sciences GmbH		12/14/2023	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND
RECEIVING PARTY DATA			
Company Name:	Telavant Holdings, Inc.		
Street Address:	1 DNA Way		
City:	South San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	98024960	TELAVANT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128138230		
Email:	ferraro-docket@fzlz.com,jferraro@fzlz.com		
Correspondent Name:	Joyce M. Ferraro		
Address Line 1:	151 West 42nd Street, 17th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	TELA 2403405		
NAME OF SUBMITTER:	Joanne Bouldas		
SIGNATURE:	Joanne Bouldas		
DATE SIGNED:	03/28/2024		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), effective as of December 14, 2023 (“**Effective Date**”), is entered into by and between Roivant Sciences GmbH, a Swiss limited liability company (“**Assignor**”) and Telavant Holdings, Inc., a Delaware corporation (“**Assignee**”). Assignor and Assignee may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Rome (as defined in the Purchase Agreement), Assignee, Buyer (as defined in the Purchase Agreement) and Paris (as defined in the Purchase Agreement) have entered into a Stock Purchase Agreement, dated as of October 22, 2023 (the “**Purchase Agreement**”), pursuant to which, among other things, on the terms and subject to the conditions set forth in the Purchase Agreement, Rome has agreed to cause Assignor to transfer and assign to Assignee the Telavant Trademarks owned by the Rome Group as of immediately prior to the Closing (each, as defined in the Purchase Agreement); and

WHEREAS, this Assignment is being executed to effect the assignment from Assignor and its Affiliates to Assignee of the Assigned Trademarks (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Purchase Agreement and hereinafter set forth, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement. For purposes of this Assignment, the following terms have the following meanings:

“**Assigned Trademarks**” means any and all Telavant Trademarks, including the Telavant Trademarks set forth on Schedule 1 attached hereto, together with (a) all goodwill associated therewith and all rights to claim priority therefrom, (b) all income, royalties, damages and payments due or payable with respect thereto as of the Effective Date or thereafter (including damages and payments for past, present or future infringements, misappropriations, dilutions, or other violations thereof), (c) all rights to sue and recover for past, present and future infringements, misappropriations, dilutions, or other violations thereof, and (d) any and all corresponding rights with respect thereto that, now or hereafter, may be secured throughout the world.

2. Assignment. Assignor, on behalf of itself and its Affiliates, hereby irrevocably assigns, transfers, conveys and delivers to Assignee all of Assignor’s and its Affiliates’ right, title and interest in, to and under the Assigned Trademarks to be held and enjoyed by Assignee for its own use and enjoyment 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.

3. 

REDACTED

4. Further Assurances. Upon Assignee's reasonable request, Assignor shall execute, and shall cause its Affiliates to execute, any and all documents and take any and all actions as may be necessary to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned Trademarks.
5. Recordation. Assignor, on behalf of itself and its Affiliates, hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Assigned Trademarks.
6. Binding Effect; Amendment and Waiver. The provisions of this Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by both Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective.
7. Governing Law. This Assignment, any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.
8. Counterparts. This Assignment may be signed in any number of counterparts, and by each Party on separate counterparts. Each such counterpart shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. Until and unless each Party has received a counterpart hereof signed by the other Party hereto, this Assignment shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).
9. Terms of Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement, express or implied, is intended or shall be construed to alter, expand or defeat, impair or limit in any way the representations and warranties nor the rights, obligations, claims or remedies of Rome or Buyer as set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, through their authorized representatives,
have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

ROIVANT SCIENCES GMBH

By: Markus Rohrwild
Name: Dr. Markus Rohrwild
Title: Presiding Managing Director

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008382 FRAME: 0784

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

ROIVANT SCIENCES GMBH

By: _____
Name:
Title:

ASSIGNEE:

TELAVANT HOLDINGS, INC.

By: Frank Torti _____
Name: Frank Torti
Title: Director

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademarks

Trademark	Owner	Jurisdiction	Application Number	Application Date	Registration Number	Status
REDACTED						

Schedule 1 to Trademark Assignment Agreement

REDACTED

Telavant	Roivant Sciences GmbH	United States	98/024,960	June 2, 2023		Application Pending
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REDACTED

Schedule 1 to Trademark Assignment Agreement