

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349897

<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>
vTx Holdings I LLC	FORMERLY vTv Therapeutics LLC	07/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	vTv Therapeutics LLC		
<b>Also Known As:</b>	vTv Therapeutics Operating LLC		
<b>Street Address:</b>	4170 MENDENHALL OAKS PKWY		
<b>City:</b>	HIGH POINT		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27265		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76406330	TTPREDICT	
<b>Serial Number:</b>	76406371	TTP TRANSLATIONAL TECHNOLOGY	
<b>Serial Number:</b>	76406372	TTPSPACE	
<b>Serial Number:</b>	76406409	TTPOSTGENE	
<b>Serial Number:</b>	76406412	TTPSCREEN	
<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>Email:</b>	cmeredithgoujon@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Claudine Meredith-Goujon		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	16540-004		
<b>NAME OF SUBMITTER:</b>	Claudine Meredith-Goujon		
<b>SIGNATURE:</b>	/Claudine Meredith-Goujon/		
<b>DATE SIGNED:</b>	07/31/2015		

CH \$140.00 76406330

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of July 29, 2015, is made by and between vTvx Holdings I LLC (which prior to July 29, 2015 was known as vTv Therapeutics LLC, which prior to May 18, 2015, was known as TransTech Pharma, LLC) (“Assignor”), a Delaware limited liability company, and vTv Therapeutics LLC (which prior to July 29, 2015 was known as vTv Therapeutics Operating LLC) (“Assignee”, and together with Assignor, the “Parties”).

WHEREAS, the Parties have entered into that certain Reorganization Agreement, dated as of July 29, 2015 (the “Reorganization Agreement”); and

WHEREAS, pursuant to that the terms of the Reorganization Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, the Parties have agreed to enter into, execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.


4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first written above.

VTVX HOLDINGS I LLC


By: 

Name: Stephen L. Holcombe

Title: President

AGREED TO AND ACCEPTED:

VTV THERAPEUTICS LLC

By: 

Name: Stephen L. Holcombe

Title: President and Chief Executive Officer

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Applicant</b>	<b>Application No.</b>	<b>Status</b>
TTPREDICT	vTvx Holdings I LLC	76/406,330	Registered
TTP TRANSLATIONAL TECHNOLOGY	vTvx Holdings I LLC	76/406,371	Registered
TTPSPACE	vTvx Holdings I LLC	76/406,372	Registered
TTPOSTGENE	vTvx Holdings I LLC	76/406,409	Registered
TTPSCREEN	vTvx Holdings I LLC	76/406,412	Registered