

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merus, Inc.		03/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ASG PS Holdings, LLC		
Street Address:	One California Street, 29th Floor		
Internal Address:	c/o Alpine SG, LLC		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4951207	MERUS	
Registration Number:	4951211	MERUSCASE	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	3032912300		
Email:	sdanielson@perkinscoie.com		
Correspondent Name:	Sabrina J. Danielson, Perkins Coie LLP		
Address Line 1:	1900 16th Street, Suite 1400		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	127402-0025		
NAME OF SUBMITTER:	Sabrina J. Danielson		
SIGNATURE:	/Sabrina J. Danielson/		
DATE SIGNED:	03/07/2019		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the “*Assignment*”) is made and entered into on this 4th day of March, 2019 (the “*Effective Date*”), by and between Merus Inc., a Delaware corporation (“*Assignor*”) on the one hand, and ASG PS Holdings, LLC, a Delaware limited liability company (“*Assignee*”), on the other hand.

WHEREAS, Assignor, Assignee and John J. Fuery have entered into that certain Asset Purchase Agreement of even date herewith (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell and transfer to Assignee the Transferred IP (as defined below);

WHEREAS, it is a condition to the execution of the Purchase Agreement, and the consummation of the transactions contemplated therein, that Assignor agreed to enter into this Assignment;

WHEREAS, Assignor owns the entire right, title and interest in and to the registered U.S. Trademarks listed on Schedule A, attached hereto and made a part hereof (hereinafter the “*Trademarks*”);

WHEREAS, the Assignor has registered the domain names on Schedule B, attached hereto and made a part hereof (hereinafter the “*Domain Names*”) and pursuant to the Purchase Agreement is transferring and assigning its entire right, title and interest in the Domain Names to Assignor;

WHEREAS, Assignee, as a consequence of the Purchase Agreement, is entitled to take any action necessary to obtain, exercise and enjoy the entire right, title and interest in and to the Trademarks and the Domain Names (collectively, the “*Intellectual Property*”).

NOW, THEREFORE, for good and valuable consideration and in consideration of the foregoing recitals and the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby irrevocably sells, transfers and assigns to Assignee all or its entire right, title and interest in and to Assignor’s Intellectual Property (as defined in the Purchase Agreement) that was assigned to Assignee under the Purchase Agreement as Transferred IP, including, without limitation, those items set forth on Schedules A and B attached hereto, (collectively, the “*Transferred IP*”). Assignor hereby authorizes Assignee, its successors and assigns, to the fullest extent permitted by applicable law, to file in its own name applications for trademarks, service marks and copyright registrations or recordations in the United States and in foreign countries in connection with the Transferred IP, and to secure in its own name the trademarks, service marks, and copyright registrations granted thereon. Assignor hereby further authorizes and requests the applicable domain name registrars to reflect Assignee as the assignee and owner of the assigned domain names in records. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee’s rights in and to the Transferred IP at the sole expense of Assignee.

2. **Recordation.** On the Effective Date, Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Transferred IP registered in the corresponding jurisdiction.

3. Further Assurances. Assignor agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest, and record good title to the Transferred IP in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request. Such cooperation will include, without limitation, prompt production of pertinent facts and documents, giving of testimony, executing of assignments, petitions, oaths, specifications, declarations, or other papers, and other assistance: (i) for obtaining, perfecting and maintaining in Assignee or its assignees or successors the right, title, and interest herein conveyed; (ii) for complying with any duty of disclosure to the United States Patent and Trademark Office or similar authority in any other jurisdiction; (iii) for prosecuting any applications included in the Transferred IP; (iv) for filing and prosecuting substitute, divisional, continuing, or additional applications covering revival or reissue of the Transferred IP; (v) for interference or other priority proceedings involving the Transferred IP; and (vi) for legal proceedings involving the Transferred IP, any applications therefor, and any patents, copyrights, or trademarks granted thereon, including opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, litigation discovery obligations or requests, infringement actions, and court actions. The reasonable costs of actions taken at Assignee's request shall be paid by Assignee.

4. Miscellaneous. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment. This Assignment will be governed by the internal laws of the State of Delaware, irrespective of conflicts of law principles. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Assignment may only be amended, modified and supplemented by written agreement of the parties hereto. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor hereunto is authorized and intends to be legally bound as of the date first written above.

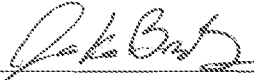
MERUS INC.

By: 
Name: John J. Fuery
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor hereunto is authorized and intends to be legally bound as of the date first written above.

AND the Assignee hereby accepts this assignment.

ASG PS HOLDINGS, LLC

By: 

Name: Jake Brodsky

Title: Authorized Officer

(Intellectual Property Assignment Agreement)

TRADEMARK
REEL: 006584 FRAME: 0816

SCHEDULE A—TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	JURISDICTION	REGISTRATION DATE
MERUS	4,951,207	USA	05/03/2016
Meruscase	4,951,211	USA	05/03/2016

TRADEMARK	APPLICATION NUMBER	JURISDICTION	APPLICATION DATE
MERUS	86210777	USA	03/04/2014
Meruscase	86210859	USA	03/04/2014

SCHEDULE B—DOMAIN NAMES

DOMAIN NAME	DOMAIN NAME REGISTRATION COMPANY	RENEWAL/EXPIRATION DATE
MARESCASE.COM	Merus Inc.	06-22-2020
MARISCASE.COM	Merus Inc.	06-22-2020
MARUSCASE.COM	Merus Inc.	06-22-2020
MERASCASE.COM	Merus Inc.	12-04-2019
MERASCASES.COM	Merus Inc.	12-04-2019
MERASWARE.COM	Merus Inc.	12-04-2019
MERCUSCASE.COM	Merus Inc.	12-04-2019
MERISCASE.COM	Merus Inc.	12-15-2019
MERISSCASE.COM	Merus Inc.	12-15-2020
MERITCASE.COM	Merus Inc.	12-15-2020
MERRISCASE.COM	Merus Inc.	12-15-2020
MERRUSCASE.COM	Merus Inc.	12-15-2019
MERSACASE.COM	Merus Inc.	06-22-2020
MERUS.CO	Merus Inc.	10-04-2020
MERUS.ME	Merus Inc.	10-05-2020
MERUSCASE.BIZ	Merus Inc.	07-05-2020
MERUSCASE.CO	Merus Inc.	07-05-2020
MERUSCASE.COM	Merus Inc.	12-04-2019
MERUSCASE.INFO	Merus Inc.	07-06-2020
MERUSCASE.ME	Merus Inc.	10-05-2020
MERUSCASE.NET	Merus Inc.	07-06-2020
MERUSCASE.ORG	Merus Inc.	07-06-2020

MERUSCASE.US	Merus Inc.	07-05-2020
MERUSCASES.COM	Merus Inc.	12-04-2019
MERUSLAW.COM	Merus Inc.	07-13-2020
MERUSLEGAL.COM	Merus Inc.	09-11-2020
MERUSME.COM	Merus Inc.	07-20-2020
MERUSNEWS.COM	Merus Inc.	12-04-2019
MERUSPAY.COM	Merus Inc.	07-20-2020
MERUSPRESS.COM	Merus Inc.	12-01-2019
MERUSWARE.COM	Merus Inc.	12-04-2019
MIRASCASE.COM	Merus Inc.	12-04-2019
MIRASCASES.COM	Merus Inc.	12-04-2019
MIRASWARE.COM	Merus Inc.	12-04-2019
MIRISCASE.COM	Merus Inc.	12-04-2019
MIRISCASES.COM	Merus Inc.	12-04-2019
MIRISWARE.COM	Merus Inc.	12-04-2019
MIRUSCASE.COM	Merus Inc.	12-04-2019
MIRUSCASES.COM	Merus Inc.	12-04-2019