

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530287

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Spectrum Pharmaceuticals, Inc. | | 09/20/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Unicycive Therapeutics, Inc. | | |
| Street Address: | 5150 El Camino Real, Suite #A-32 | | |
| City: | Los Altos | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94022 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4234946 | RENAZORB | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9086547866 | | |
| <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: | 9086545000 | | |
| Email: | informationspecialists@lerner david.com | | |
| Correspondent Name: | BRUNO POLITO | | |
| Address Line 1: | 600 South Avenue West | | |
| Address Line 4: | Westfield, NEW JERSEY 07090 | | |
| ATTORNEY DOCKET NUMBER: | UNICY 106 | | |
| NAME OF SUBMITTER: | DONNA M. VECCHIONE | | |
| SIGNATURE: | /DONNA M. VECCHIONE/ | | |
| DATE SIGNED: | 07/02/2019 | | |
| Total Attachments: 5 | | | |
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OP \$40.00 4234946

QUITCLAIM TRADEMARK ASSIGNMENT

This QUITCLAIM TRADEMARK ASSIGNMENT (this “**Assignment**”) is dated as of September 20, 2018 (“**Effective Date**”), by and between Spectrum Pharmaceuticals, Inc., a Delaware corporation, with corporate headquarters at 11500 S. Eastern Ave., Henderson, NV 89052 (the “**Assignor**”) and Unicycive Therapeutics, Inc., a Delaware corporation, having a principal place of business at 5150 El Camino Real, Suite #A-32, Los Altos, CA 94022 (the “**Assignee**”). Assignee and Assignor may be referred to collectively herein as the “**Parties**” and individually as a “**Party**”.

WHEREAS, Assignor has certain rights to certain trademark registrations set forth in the attached Schedule A (the “**Trademarks**”); and

WHEREAS, Assignee and Assignor are parties to that certain Assignment and Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to acquire, on a quitclaim basis, and Assignor has agreed to sell, convey, assign, deliver and transfer to Assignee, all of Assignor’s rights, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants, agreements, representations, and warranties herein contained, the Parties agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

2. Assignment of Rights. Effective upon the Effective Date, in consideration of the amounts provided for in the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor’s rights, title and interests in, to and under (a) the Trademarks, (b) the goodwill associated with the use of and symbolized by the Trademarks, (c) all applications and registrations for the Trademarks, and (d) any and all rights, benefits, privileges and proceeds under the Trademarks throughout the world, including, without limitation, (i) any and all claims by Assignor against any third party for past, present or future infringement, dilution, misappropriation, misuse or other violation of any of the Trademarks, (ii) the exclusive right to apply for and maintain all registrations, renewals and/or extensions thereof, and (iii) the exclusive right to grant licenses or other interests therein.

3. Recordation. Assignor hereby authorizes the applicable trademark offices or other relevant Governmental Authority to register and record Assignee as the assignee and owner of the Trademarks.

4. No Warranty. For the sake of clarity and as part of this Assignment, Assignor makes no representations or warranties, either express or implied, as the adequacy or sufficiency of the Trademarks, their freedom from defects of any kind, including freedom from any claim of trademark infringement and may result from the use thereof. This Assignment provides no warranties, including warranties of title.

5. Further Assurances. Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including without limitation the execution and acknowledgment of instruments that may be or become necessary to effect or formalize the transfer of the Trademarks.

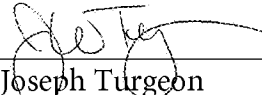
6. Miscellaneous. This Assignment is executed and delivered pursuant to, and is given to further evidence (and give immediate effect to) the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to constitute the same agreement. If any signature is delivered by facsimile transmission or by email in PDF, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Assignment and the rights and obligations of the Parties shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws principles, and shall be subject to the provisions of Section 9.2 (Dispute Resolution) of the Purchase Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:


SPECTRUM PHARMACEUTICALS, INC.

By:  _____
Name: Joseph Turgeon
Title: CEO & President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNEE:

UNICYCIVE THERAPEUTICS, INC.

By:  _____
Name: Shalabh Gupta, MD, MPA
Title: President & CEO

Schedule A

Assigned Trademark Filings

| Word Mark | Renazorb |
|--------------------------|---|
| Goods and Services | C 005. US 006 018 044 046 051 052. G & S: PHARMACEUTICAL COMPOSITIONS CONTAINING LANTHANUM USED TO DECREASE THE SERUM PHOSPHATE LEVELS IN HUMANS AND OTHER MAMMALS WITH HYPERPHOSPHATEMIA. FIRST USE: 20120413. FIRST USE IN COMMERCE: 20120413 |
| Serial Number | 85380174 |
| Filing Date | 25-Jul-11 |
| Published for Opposition | 20-Dec-11 |
| Registration Number | 4234946 |
| Registration Date | 30-Oct-12 |
| Owner | Spectrum Pharmaceuticals, Inc. |
| Status | Live |