

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552011

<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>
Novartis Vaccines and Diagnostics, Inc.		10/02/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clinigen Holdings Limited		
<b>Street Address:</b>	Pitcairn House, Crown Square		
<b>Internal Address:</b>	Centrum 100, Burton On Trent		
<b>City:</b>	Staffordshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	DE142WW		
<b>Entity Type:</b>	Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1369770	PROLEUKIN	
<b>Registration Number:</b>	4761828	PROLEUKIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8558724745		
<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>	202-585-8000		
<b>Email:</b>	lhargreaves@nixonpeabody.com		
<b>Correspondent Name:</b>	Lauren J. Arnold, Nixon Peabody LLP		
<b>Address Line 1:</b>	799 9TH STREET, NW, SUITE 500		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20001		
<b>NAME OF SUBMITTER:</b>	Lauren J. Arnold, Attorney for Assignee		
<b>SIGNATURE:</b>	/Lauren J Arnold/		
<b>DATE SIGNED:</b>	12/05/2019		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AND TRANSFER AGREEMENT

This TRADEMARK ASSIGNMENT AND TRANSFER AGREEMENT (the "Agreement") dated as of October 2, 2019 (the "Effective Date"), is entered into by and between Novartis Vaccines and Diagnostics, Inc. a Delaware corporation located at 350 Massachusetts Avenue, Cambridge, MA 02149 (the "Assignor") and Clinigen Holdings Limited, a company organized under the laws of England and Wales, located at Pitcairn House, Crown Square, Centrum 100, Burton On Trent, Staffordshire, United Kingdom, DE14 2WW (the "Assignee").

### PRELIMINARY STATEMENTS

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated February 12, 2019 (hereinafter the "APA"), in connection with which the Assignor shall, or shall cause its Affiliates to, sell, transfer, assign and convey to Purchaser, and Purchaser shall purchase and assume from Assignor and its Affiliates, all of Assignor's and its Affiliates' rights, titles, and interests in and to, among others, the trademarks set forth on Schedule A hereto (the "Transferred Trademarks");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive, the Transferred Trademarks and all goodwill associated therewith or symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definition. Unless otherwise defined herein, terms used in this Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the APA.

2. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following: (a) the Transferred Trademarks, including without limitation any renewals thereof, together with all of the goodwill of the business symbolized by or associated therewith, and together with (i) all common law rights thereto; (ii) the right to prosecute, maintain and defend the Transferred Trademarks before any public or private agency, office or registrar; and (iii) the right, if any, to claim priority based on the filing dates of any of the Transferred Trademarks under the Paris Convention, and all other treaties of like purposes; and (b) all rights to causes of action (whether known or unknown or whether currently pending, filed or otherwise) under, or on account of, any of the Transferred Trademarks, including the right to sue for past, current and future infringement, dilution or other violation of the Transferred Trademarks and obtain in connection therewith (i) damages; (ii) injunctive relief; and (iii) any other remedies of any kind; with all of the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives to the end of the term or terms for which the Transferred Trademarks are granted, reissued, renewed, extended or revived as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

3. Cooperation. Assignor agrees, at the request Assignee (provided that Assignee shall reimburse any reasonable, documented out-of-pocket expenses incurred by Assignor), to take or cause to be taken all such other actions, including without limitation the execution of any and all other instruments in writing, including affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively perfect in, secure to, record in the name of, protect and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Transferred Trademarks.

4. Recordation. Assignee shall be responsible for all costs, including all filing costs and external fees, associated with recordation and/or registration of this Agreement or any other document evidencing the assignment from each Assignor to Assignee of the Transferred Trademarks. Assignor hereby authorizes the relevant authorities, entities or agencies in any applicable foreign countries or multinational authorities to record Assignee as the purchaser and owner of the Transferred Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

IN WITNESS WHEREOF, The Assignors and Assignee have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

**ASSIGNOR**

By: Novartis Vaccines and Diagnostics, Inc.

Signature: \_\_\_\_\_

Name:

Title:

*Attorney*

**ASSIGNEE**

By: Clinigen Holdings Limited

Signature: \_\_\_\_\_

Name:

Title:

4. Recordation. Assignee shall be responsible for all costs, including all filing costs and external fees, associated with recordation and/or registration of this Agreement or any other document evidencing the assignment from each Assignor to Assignee of the Transferred Trademarks. Assignor hereby authorizes the relevant authorities, entities or agencies in any applicable foreign countries or multinational authorities to record Assignee as the purchaser and owner of the Transferred Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

IN WITNESS WHEREOF, The Assignors and Assignee have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

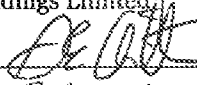
**ASSIGNOR**

By: Novartis Vaccines and Diagnostics, Inc.

Signature: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE**

By: Clinigen Holdings Limited

Signature:  \_\_\_\_\_  
Name: SHAWN CHILTON  
Title: CEO

**Schedule A**

Transferred Trademarks

Trademark	Classes	Country	Filing Type	Prosecution Step	Filing Date	Filing Number	Registration Number	Registered Owner
PROLEUKIN	05	United States of America	NP	Registered	25 Feb 1985	73523710	1,369,770	Novartis Vaccines and Diagnostics, Inc.
PROLEUKIN (AND SWIRL DEVICE)	05	United States of America	NP	Registered	08 Jul 2014	86330987	4761828	Novartis Vaccines and Diagnostics, Inc.