

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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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
Zavante Therapeutics, Inc.		12/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nabriva Therapeutics US, Inc.		
Street Address:	1000 Continental Drive		
Internal Address:	Suite 600		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87369724	CONTEPO	
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>		
Email:	kmoyerhenry@lewiskohn.com		
Correspondent Name:	Lewis Kohn & Walker LLP		
Address Line 1:	15030 Avenue of Science		
Address Line 2:	Suite 201		
Address Line 4:	San Diego, CALIFORNIA 92128		
ATTORNEY DOCKET NUMBER:	1032.302US		
NAME OF SUBMITTER:	Kari Moyer-Henry		
SIGNATURE:	/KMH/		
DATE SIGNED:	12/12/2019		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made this 12th day of December, 2019, by Zavante Therapeutics, Inc., a Delaware corporation, having a registered address of 12670 High Bluff Drive, San Diego, CA 92130 ("*Assignor*"), and Nabriva Therapeutics US, Inc. ("ASSIGNEE"), a Delaware corporation, having a registered address of 1000 Continental Drive, Suite 600, King of Prussia, PA 19406 ("*Assignee*").

Assignment

1. Assignor has irrevocably and unconditionally assigned and transferred and does hereby irrevocably and unconditionally assign and transfer to Assignees (each Assignee as to an undivided one-half interest), Assignor's entire right, title and interest in and to the following identified Trademark Applications ("*Applications*") of the United States:

<i>Reg. No.</i>	<i>Mark</i>	<i>Issue Date</i>	<i>Application No.</i>	<i>Filing Date</i>
	CONTEPO		87/369,724	03/13/2017

Assignor is to sell, transfer, assign, convey, set over and deliver to Assignee, among other assets, substantially all of the intellectual property of Assignor, and has agreed to execute and deliver this Assignment to Assignee for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

1. Assignor hereby sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's rights, title and interests in and to the following (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademark application set forth above 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 not


the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the proper officials of all other countries to record this Assignment upon request of Assignee. At Assignee's cost and expense, Assignor shall take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are assigned to Assignee, or any assignee or successor thereto.

3. All representations, warranties, covenants and indemnities of Assignor relating to the Assigned Trademarks are set forth in the Purchase Agreement.

4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original and said counterparts shall constitute one and the same instrument.


Assignor:

Signature:  _____

Printed Name: Gary Sender, CFO
Zavante Therapeutics, Inc.

Date: 12/12/19 _____

Assignee:

Signature:  _____

Printed Name: Robert Crotty, Secretary
Nabriva Therapeutics US, Inc.

Date: 12/12/19 _____