

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABEONA THERAPEUTICS INC.		12/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AMAG PHARMACEUTICALS, INC.		
Street Address:	1100 Winter Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85116721	MUGARD	
Registration Number:	4901312	MUGARD	
Registration Number:	4985262		
Registration Number:	4989430	MUGARD ORAL MUCOADHESIVE	
CORRESPONDENCE DATA			
Fax Number:	7816225933		
<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:	7816225930		
Email:	trademark@morse.law		
Correspondent Name:	Sean D. Detweiler		
Address Line 1:	480 Totten Pond Road, 4th Floor		
Address Line 2:	Morse, Barnes-Brown & Pendleton, P.C.		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	10089/33605		
NAME OF SUBMITTER:	Sean D. Detweiler		
SIGNATURE:	/Sean D. Detweiler/		
DATE SIGNED:	01/08/2020		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is effective as of the 18th day of December 2019, by and between ABEONA THERAPEUTICS INC., a corporation organized and existing under the laws of state of Delaware, (hereinafter “Assignor”), and AMAG PHARMACEUTICALS, INC., a corporation organized and existing under the laws of the state of Delaware (hereinafter “Assignee”).

WHEREAS, Assignor is the owner of the United States trademarks identified in Exhibit A, including all registered rights and all common law rights associated with the marks (collectively, the “U.S. Trademarks”); and

WHEREAS, Assignee is the successor to the ongoing and existing business of the Assignor to which such marks pertain and desires to acquire all rights, title and interests in and to said U.S. Trademarks and the registrations therefor, together with the goodwill of the business uses in connection with the U.S. Trademarks and which is symbolized by the U.S. Trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee, for themselves, their successors, assigns and legal representatives, have and hereby do covenant, bargain and agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all right, title and interest Assignor may now have, may ever have had or may ever have, in and to the U.S. Trademarks, together with the goodwill of the business uses in connection with the U.S. Trademarks, and the rights and privileges relating to all choses in action pertaining to such U.S. Trademarks, including the right to sue for and collect damages and other recoveries, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the exploitation or defense of rights and registrations pertaining to such U.S. Trademarks.

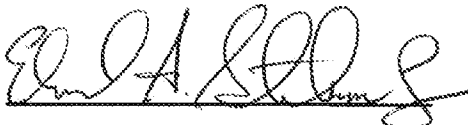
2. Further Assurances. Assignor shall reasonably assist and cooperate with Assignee to evidence, record and perfect the Assignment set forth herein, and to perfect, obtain, maintain, enforce, and defend any rights assigned hereunder, including, but not limited to, the execution and delivery of all reasonably requested papers required to evidence, record, perfect, obtain, maintain, enforce or defend the Assignment set forth herein, without charge to Assignee but at Assignee’s cost and expense.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and U.S. Trademarks of the United States to record Assignee as the assignee and owner of any and all of Assignor’s rights in the U.S. Trademarks.

4. Miscellaneous. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed as a sealed instrument by its duly authorized representative, effective as of the date written above.

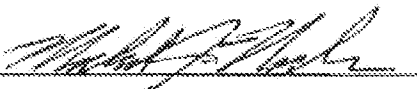
Assignor:
ABEONA THERAPEUTICS INC.

Signature: 

Name: EDWARD A. STERCHIO

Title: SVP, General Counsel

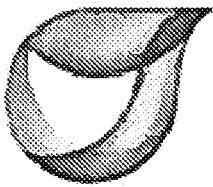

Assignee:
AMAG PHARMACEUTICALS, INC.

Signature: 

Name: Michael Nesler

Title: Director, IP and Legal Affairs

EXHIBIT A

Mark	Registration No./ Serial No.	Class	Owner
MUGARD	Reg. No.: 3950832 Ser. No.: 85116721	Int'l Class: 005	Abeona Therapeutics Inc.
MUGARD	Reg. No.: 4901312 Ser. No.: 86686682	Int'l Class: 005	Abeona Therapeutics Inc.
	Reg. No.: 4985262 Ser. No.: 86703395	Int'l Class: 005	Abeona Therapeutics Inc.
MUGARD ORAL MUCOADHESIVE and Design 	Reg. No.: 4989430 Ser. No.: 86442237	Int'l Class: 005	Abeona Therapeutics, Inc.
PROCTIGARD	Unregistered	N/A	Abeona Therapeutics, Inc.