

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERFACE BIOLOGICS, INC.		07/30/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	EVONIK CANADA INC.		
Street Address:	3380 South Service Road		
City:	Burlington, Ontario		
State/Country:	CANADA		
Postal Code:	L7N 3J5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3493379	ENDEXO	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152686538		
Email:	hcheng@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	45688-2403201		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/Jennifer Lee Taylor/		
DATE SIGNED:	02/10/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of July 30, 2019 ("**Effective Date**") by and between INTERFACE BIOLOGICS, INC., an Ontario corporation having an address at MaRS Centre, South Tower, 101 College Street, Suite 300, Toronto, Ontario, M5G 1L7 ("**Assignor**") and EVONIK CANADA INC., an Alberta corporation having an address at 3380 South Service Rd., Burlington, Ontario, L7N 3J5 ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and License Agreement dated as of July 30, 2019 (the "**Agreement**"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all Acquired Trademarks (as defined in the Agreement) that constitute Acquired Assets (as defined in the Agreement), in each case, together with the goodwill of the business associated therewith, including but not limited to the trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (collectively, the "**Marks**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Marks, for Canada, the United States and for all other countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of Canada, the United States or any other country or under international conventions and treaties, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by each Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all causes of action (either in law or in equity) relating thereto, and the right to sue, counterclaim, and recover damages for past, present or future infringement, dilution or other unauthorized use of the Marks.

Assignor hereby requests the Registrar of Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the Agreement will govern.

This Assignment and any dispute arising out of or relating to or in connection with this Assignment shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

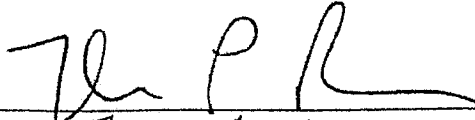
This Assignment may be executed in one or more counterparts, and by each of the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same original instrument. Delivery of an executed counterpart of a signature page to this Assignment by electronic means (including portable document format) shall be as effective as delivery of a manually executed counterpart of this Assignment.

* * * * *

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

INTERFACE BIOLOGICS, INC.

Per: 
Name: Thomas Keenle
Title: Pres + CEO

EVONIK CANADA INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

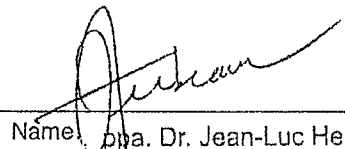
(Signature Page for Trademark Assignment)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

INTERFACE BIOLOGICS, INC.

Per: _____
Name:
Title:

EVONIK CANADA INC.

Per:  _____
Name: Dr. Jean-Luc Herbeaux
Title: Head Business Line Health Care

Per: _____
Name:
Title:

(Signature Page for Trademark Assignment)

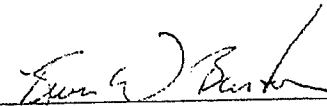
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

INTERFACE BIOLOGICS, INC.

Per: _____
Name:
Title:

EVONIK CANADA INC.

Per: _____
Name:
Title:

Per:  _____
Name: KEVIN W BURTON
Title: HEAD, GLOBAL HEALTH CARE SOLUTIONS C&F

(Signature Page for Trademark Assignment)

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. Filing Date	App. No.	Reg. Date	Reg No.	Renewal Date	Status	Country
ENDEXO	July 31, 2003	1186093	12-Oct-2012	834,270	12-Oct-2027	Registered	Canada
ENDEXO (U.S.)	Aug 1, 2003	78-282,206				Abandoned	USA
ENDEXO (U.S.)	April 5, 2007	77-149,896	26-Aug-2008	3,493,379	26-Aug-2028	Registered	USA

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