

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verastem, Inc.		09/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Secura Bio, Inc.		
Street Address:	1995 Village Center Circle, Suite 128		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89134		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88608980	COPIKTIV	
Registration Number:	5670019	CARE DIFFERENTLY	
Registration Number:	5643918	COPIKTRA	
Registration Number:	5751417	COPIKTRA	
Registration Number:	4983579	DUETTS	
Registration Number:	4983581	DYNAMO	
CORRESPONDENCE DATA			
Fax Number:	2124796275		
<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:	2124796000		
Email:	vcaba@cooley.com		
Correspondent Name:	Veronica Caba c/o Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Veronica Caba		
SIGNATURE:	/VC/		
DATE SIGNED:	01/15/2021		
Total Attachments: 8			

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this “**Assignment**”) is made as of September 30, 2020 by and among Verastem, Inc., a Delaware corporation with an address at 117 Kendrick Street Suite 500, Needham, MA 02494 (the “**Seller**”) and Verastem Europe GmbH, a wholly-owned subsidiary of the Seller incorporated in Germany with an address at Lange Strasse 70, 29664 Walsrode, Germany (the “**Seller Subsidiary**” and together with the Seller, the “**Assignors**”), on the one hand, and Secura Bio, Inc., a Delaware corporation with an address at 1995 Village Center Circle, Suite 128, Las Vegas, Nevada 89134 (the “**Assignee**”), on the other hand.

WHEREAS, an Assignor is the record owner of the trademarks set forth in the attached Schedule I (the “**Marks**”) and the domain names listed in Schedule II (the “**Domain Names**”); and

WHEREAS, the Assignors and the Assignee have entered into an Intellectual Property Assignment Agreement dated as of September 30, 2020 (the “**Agreement**”) and pursuant to the Agreement, the Assignee wishes to acquire from the Assignors, and the Assignors wish to transfer to the Assignee, said Marks and the goodwill associated with such Marks and the Domain Names.

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration paid to the Assignor by the Assignee, including the Agreement and the consideration recited therein, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee agree as follows:

1. The Assignors, on behalf of themselves and any other Seller Entities (as defined or referenced in the Agreement), hereby irrevocably and unconditionally sell, assign, transfer, convey and deliver to the Assignee, its successors and assigns, their entire right, title and interest in, to and under (a) the Marks, all applications and registrations of any of the Marks and all common law trademark rights therein and thereto, together with the goodwill of its business symbolized by the Marks, and all rights of action accrued and to accrue under and by virtue thereof, and (b) the Domain Names and all registrations thereof, including for each of (a) and (b), all rights to enforce any of the foregoing and all income, royalties, milestone payments, other license or sublicense-related rights to receive damages and payments due or payable as of the date of this Assignment or thereafter, including damages and payments for past, present or future infringements, violations or misappropriations thereof, the right to sue, bring claims or causes of action for and secure and recover damages for past, present and future infringement, dilution, misappropriation or violation, and any and all corresponding rights and remedies therein and other equivalent rights that, now or hereafter, may be secured throughout the world; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule I, the transfer of such applications accompanies the transfer of the business, or portion of the business to which the intent-to-use trademark application pertains, and that business is ongoing and existing (all of the foregoing, collectively, the “**Assigned Marks and Domain Names**”). The Assignors agree to execute all documents and assignments and to perform such other acts as the Assignee may reasonably request to secure to it the rights hereby conveyed.

2. Without limiting the foregoing or any obligations of Seller under the Purchase Agreement or Transition Services Agreement, the Assignors will provide to the Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance to Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Assigned Marks and Domain Names and shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts reasonably requested by the Assignee, as may be necessary to sell, assign, transfer, convey and deliver to, and consolidate, vest and record in the Assignee, full ownership of the Assigned Marks and Domain Names and other rights conveyed herewith. In the event either Assignor incurs any reasonable, out-of-pocket costs, expenses or fees in connection with the performance of its obligations pursuant to this paragraph, the Assignee shall promptly reimburse such Assignor for any such amounts, excluding (i) any salaries, benefits or other compensation for officers, employees or consultants of such Assignor, and (ii) any attorneys' fees. Without limiting the generality of the foregoing, promptly upon execution of this Assignment, Assignor agrees to cooperate with Assignee to follow Assignee's reasonable instructions in order to fully effectuate the transfer of the registration of the Domain Names in a timely manner. Specifically, Assignor agrees to correspond with the appropriate Domain Names registrar to authorize and instruct transfer of the Domain Names and to follow the procedures of, and to enter into, any agreement of the Domain Name registrar to effect such transfer.
3. The Assignors hereby request the U.S. Commissioner of Patents and Trademarks to record this Assignment, as to the assigned Marks referred to herein.
4. The Assignors hereby request and authorize Goodwin PR, of 100 Northern Ave, Boston, MA 02210, or other firm authorized to act on behalf of the Assignee with respect to the Marks or Domain Names, to insert hereon any further identification information necessary or desirable for recordation of this document, including without limitation the filing date and registration number or application number of assigned applications or registrations, if not yet known, when known.
5. This Assignment is being delivered in connection with and subject to the Agreement and to the extent of any conflict between this Assignment and the Agreement, the Agreement shall control. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of the parties set forth in the Purchase Agreement.
6. Whenever possible, each provision of this Assignment will be interpreted in such a manner as to be effective and valid under applicable laws and regulations, but if any provision of this Assignment is held to be prohibited by or invalid under applicable laws and regulations, such provision will be ineffective only to the extent of such prohibition or

invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Marks or Domain Names assigned to the Assignee hereunder. Except as otherwise explicitly specified to the contrary, the word “including” (in its various forms) means “including without limitation”.

7. This Assignment shall be construed and enforced in accordance with the internal laws (and not the law of conflicts of laws) of the United States of America and the State of Delaware. This Assignment may be executed and delivered, including by facsimile transmission or .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an “**Electronic Delivery**”) in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

(Remainder of Page Left Intentionally Blank – Signature Pages Follow)

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first written above.

ASSIGNOR:

VERASTEM, INC.

By: *Brian M. Stuglik*
Name: Brian M. Stuglik
Title: Chief Executive Officer

Then personally appeared the above named *Brian M. Stuglik* on behalf of Verastem, Inc. and acknowledged the foregoing instrument to be his/her free act and deed, before me this *15* day of *September*, 20*20*

RODNEY R. FOSTER
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. GG 7097
MY COMMISSION EXPIRES SEPTEMBER 25, 2020

[Signature]
Notary Public

My Commission expires: _____

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first written above.

ASSIGNOR:

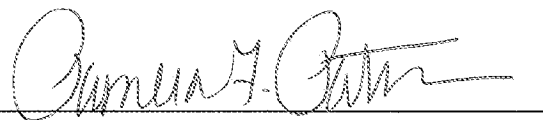
VERASTEM EUROPE GMBH

By: 

Name: Dan Paterson

Title: Managing Director

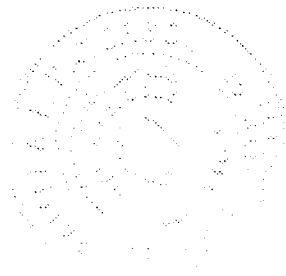
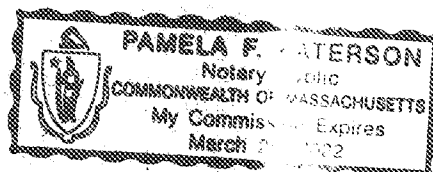
Then personally appeared the above named _____ on behalf of Verastem Europe GmbH and acknowledged the foregoing instrument to be his/her free act and deed, before me this 16th day of September, 2020.



Notary Public

My Commission expires:

March 25, 2022



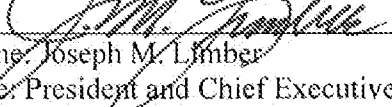
[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007209 FRAME: 0552


IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first written above.

ASSIGNEE:

SECURA BIO, INC.

By: 
Name: Joseph M. Limber
Title: President and Chief Executive Officer

Then personally appeared the above named Joseph M. Limber on behalf of Secura Bio, Inc. and acknowledged the foregoing instrument to be his/her free act and deed, before me this 1st day of September, 2020


Notary Public

My Commission expires: 8/17/2023



[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007209 FRAME: 0553

Schedule I
Trademarks

[See attached.]

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Next Renewal
CARE DIFFERENTLY	Canada	1935024	10-Dec-2018			Pending	23-Nov-2028
CARE DIFFERENTLY	European Union	017989913	23-Nov-2018	017989913	28-Mar-2019	Registered	23-Nov-2028
CARE DIFFERENTLY	United States	8800550	19-Jun-2018	5970019	05-Feb-2019	Registered	05-Feb-2029
CORIKITV	Canada	8802499	14-Sep-2018	TM/1061423	31-Oct-2019	Registered	31-Oct-2029
CORIKITV	United States	8526890	02-Sep-2018			Filed	
CORIKITV	Indonesia	00020161059377	18-Nov-2018			Pending	
CORIKITV	Brazil	811822571	17-Nov-2018	811822571	24-Jul-2018	Registered	24-Jul-2028
CORIKITV	European Union	018132305	02-Oct-2018	018132305	22-Jan-2020	Registered	02-Oct-2029
CORIKITV	Hong Kong	303961980	13-Nov-2018	303961980	20-Jun-2017	Registered	13-Nov-2028
CORIKITV	Singapore	40201701980Q	14-Nov-2016	40201701980Q	14-Nov-2016	Registered	14-Nov-2026
CORIKITV	South Africa	2016/63139	14-Nov-2016	2016/63139	31-May-2018	Registered	14-Nov-2026
CORIKITV	Taiwan	105087895	14-Aug-2016	01859588	01-Aug-2017	Registered	31-Jul-2027
CORIKITV	Algeria	02712019/003977	13-Aug-2019			Pending	
CORIKITV	European Union	18003476	20-Dec-2018			Pending	
CORIKITV	Israel	319402	11-Aug-2019	319402	02-Jul-2020	Registered	11-Aug-2029
CORIKITV	Russian Federation	2019793028	08-Aug-2019			Pending	
CORIKITV	China	A0081077	20-Nov-2018	1441910	20-Nov-2018	Registered	20-Nov-2028
CORIKITV	Hong Kong	304781098	21-Dec-2018	304781098	02-Jul-2019	Registered	21-Dec-2028
CORIKITV	INTL Registration -	A0081077	20-Nov-2018	1441910	20-Nov-2018	Registered	20-Nov-2028
CORIKITV	Japan	2016-091319	11-Aug-2016	8134240	29-Mar-2019	Registered	29-Mar-2029
CORIKITV	Saudi Arabia	107079237	21-Sep-2018	1188988	20-Dec-2019	Registered	20-Dec-2029
CORIKITV	Turkey	2019/75377	07-Aug-2019	2019 75377	24-Dec-2019	Registered	07-Aug-2029
CORIKITV	United Arab Emirates	3164416	02-Sep-2019	3333333	02-Sep-2019	Registered	02-Sep-2029
CORIKITV	United States	87041888	18-Mar-2019	8543918	01-Jan-2019	Registered	18-Mar-2029
CORIKITV	China	A0081886	19-Dec-2018	1449020	19-Dec-2018	Registered	19-Dec-2028
CORIKITV	European Union	A0081886	19-Dec-2018	1449020	19-Dec-2018	Registered	19-Dec-2028
CORIKITV	European Union	A0081886	19-Dec-2018	1449020	19-Dec-2018	Registered	19-Dec-2028
CORIKITV	Hong Kong	30476797	20-Dec-2018	30476797	02-Jul-2019	Registered	20-Dec-2028
CORIKITV	INTL Registration -	A0081886	19-Dec-2018	1449020	19-Dec-2018	Registered	19-Dec-2028
CORIKITV	Japan	A0081886	19-Dec-2018	1449020	19-Dec-2018	Registered	19-Dec-2028
CORIKITV	Taiwan	107082391	20-Dec-2018	1989024	01-Jan-2019	Registered	20-Dec-2028
CORIKITV	United States	88214907	03-Dec-2018	8791417	14-May-2019	Registered	03-Dec-2028
CORIKITV	Japanese Federation	2018-106538	17-Aug-2018	6175807	30-Aug-2019	Registered	05-Nov-2029
CORIKITV	Russian Federation	2019155951	05-Nov-2019	766759	13-Jul-2019	Registered	05-Nov-2029
DUETS	European Union	12598029	09-Feb-2014	12598029	25-Jul-2014	Registered	09-Feb-2024
DUETS	United States	86033082	07-Aug-2013	1485378	21-Jun-2016	Registered	07-Aug-2023
DUO	European Union	4263088	09-Feb-2014	1485308	29-Jul-2016	Registered	09-Feb-2024
DUO	United States	8526890	02-Sep-2018	1485308	24-Jul-2019	Registered	02-Sep-2028
DYNAMIC	European Union	1256177	02-Feb-2014	1256177	24-Jul-2014	Registered	02-Feb-2024
DYNAMIC	United States	86003691	07-Aug-2013	4683581	21-Jun-2016	Registered	07-Aug-2023

TRADEMARK

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RECORDED: 01/15/2021