

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Research Institute at Nationwide Children's Hospital dba The Abigail Wexner Research Institute		02/17/2021	Non-Profit Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Andelyn Biosciences, Inc.		
Street Address:	575 Children's Crossroad		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88735506	ANDELYN BIOSCIENCES	
Serial Number:	88795697	ANDELYN BIOSCIENCES RELIABLY EXPERT. PUR	
Serial Number:	88795698	RELIABLY EXPERT. PURPOSEFULLY DRIVEN.	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	2024678800		
Email:	behogue@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Laura T. Geyer		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	02830-211		
NAME OF SUBMITTER:	Bernice Hogue		
SIGNATURE:	/bernice hogue/		
DATE SIGNED:	03/31/2021		

CH \$90.00 88735506

Total Attachments: 8

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement"), dated as of February 17, 2021 (the "Effective Date"), is by and among Andelyn Biosciences, Inc., an Ohio corporation ("Assignee"), the Research Institute at Nationwide Children's Hospital, dba the Abigail Wexner Research Institute, an Ohio non-profit corporation ("Assignor") and Nationwide Children's Hospital, Inc., an Ohio nonprofit corporation ("NCHI"). Each of Assignee, Assignor and NCHI are referred to in this Agreement as a "Party" and collectively as the "Parties."

WHEREAS, NCHI is an organization exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") as an organization described in Section 501(c)(3) of the Code. NCHI is the sole member of Assignor and the sole shareholder of Assignee.

WHEREAS, Assignor is an organization exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code.

WHEREAS, Assignee and Assignor are parties to that certain Intercompany Intellectual Property License Agreement, dated as of September 1, 2020 (the "License Agreement").

WHEREAS, Assignee and Pall Corporation, a New York corporation, anticipate entering into a Series A Preferred Stock Purchase Agreement (the "Purchase Agreement"), pursuant to which, among other things, Assignee has agreed to (a) terminate the License Agreement, and (b) accept an assignment of all right, title and interest in and to all Assigned Domain Names and Assigned Trademarks (as defined below), together with any rights and goodwill with respect thereto.

WHEREAS, the Parties mutually desire that the transfer and assignment described above be effectuated by (1) Assignor transferring and assigning to NCHI all of Assignor's right, title and interest in and to all Assigned Domain Names and Assigned Trademarks (as defined below), together with any rights and goodwill with respect thereto, immediately followed by (2) NCHI contributing and transferring to Assignee all of NCHI's right, title and interest in and to all Assigned Domain Names and Assigned Trademarks (as defined below), together with any rights and goodwill with respect thereto.

WHEREAS, the parties intend that, for all U.S. federal income tax and applicable state income and franchise tax purposes, (i) Assignor's transfer and assignment to NCHI of the Assigned Domain Names and Assigned Trademarks (as defined below), together with any rights and goodwill with respect thereto, constitutes a gift from Assignor to NCHI, and (ii) NCHI's capital contribution of the Assigned Domain Names and Assigned Trademarks (as defined below), together with any rights and goodwill with respect thereto, constitutes a transfer described in Section 351(a) of the Code and corresponding provisions of applicable state laws (and successor provisions).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Agreement have the meanings set forth below.

1.1. "Assigned Domain Names" means all the domain name registrations that are Controlled by the Assignor as of the Effective Date that are necessary or useful for Assignee to exploit and operate the Gene Therapy Business, as specifically listed on Exhibit A.

1.2. "Assigned Trademarks" means all the trademarks, tradenames, and logos that are Controlled by the Assignor as of the Effective Date that are necessary or useful for Assignee to exploit and operate the Gene Therapy Business, as specifically listed on Exhibit B.

1.3. "Control" or "Controlled" means, with respect to any Intellectual Property, the ownership thereof or the possession by a Party of rights under such Intellectual Property sufficient to permit it to grant licenses or sublicenses to such Intellectual Property as provided for herein, in each case without violating the terms of any legally binding agreements between a Party and any third party.

1.4. "Gene Therapy Business" means Assignee's Good Manufacturing Practices ("cGMP") clinical and commercial manufacturing facilities and operations producing viral vector products and services including those in support of Phase I-III clinical trials and for commercial use. "cGMP" means the current Good Manufacturing Practice as defined in 21 CFR 210 and 211, the International Conference on Harmonization ("ICH") guide Q7A "ICH Good Manufacturing Practice Guide for Active Pharmaceutical Ingredients," and similar requirements of other Regulatory Authorities, as applied to the manufacture, testing, and quality control of products, as amended from time to time.

1.5. "Intellectual Property" means any and all patents, trademarks, ideas, inventions, discoveries, trade secrets, copyrights, domain names, patents processes, formulae, data, intellectual property, improvements, inventions, chemical materials, assays, techniques, marketing plans, strategies, customer lists, biologic materials, results, designs, specifications, methods, formulations, ideas, technical information (including structural and functional information), process information, pre-clinical information, clinical information, any and all materials including biological, chemical, pharmacological, toxicological, pre-clinical, clinical, assay, control and manufacturing data and materials or other information.

2. Transfer of Assigned IP by Assignor to NCHI.

2.1. *Conveyance and Transfer; Acceptance.* On the Effective Date, Assignor, on behalf of itself and its Affiliates (other than Assignee), hereby assigns to NCHI, and NCHI hereby accepts assignment of, all right, title and interest in and to the Assigned Domain Names and Assigned Trademarks, including the goodwill of the business connected with the use of, and symbolized by, said marks and all rights of action and remedies for past, present, and future infringements of any of the marks (collectively, the "Assigned IP"), in each case, free and clear of all liens, the same to be held and fully enjoyed by NCHI, its successors, assigns and other legal representatives.

2.2. *Further Actions.* In order to ensure that there may be realized by NCHI the full value of the Assigned IP, Assignor hereby covenants that, at the reasonable request and under the direction of NCHI, using Assignor's name or otherwise as NCHI may specify and as shall be permitted by applicable law, Assignor shall execute, acknowledge (if appropriate) and deliver to NCHI such instruments of sale, transfer, conveyance and assignment, and shall take all such other reasonable action and do or cause to be done all such other reasonable things as shall be necessary or appropriate in order that the rights and obligations of Assignor under the Assigned IP shall be preserved for NCHI.

2.3. *Tax Treatment.* Assignor and NCHI intend that, for all U.S. federal income tax and applicable state income and franchise tax purposes, Assignor's transfer and assignment of the Assigned IP to NCHI constitutes a gift from Assignor to NCHI.

2.4. *Valuation of Assigned IP.* The Parties agree that the aggregate fair market value of the Assigned IP transferred herein is Fifteen Thousand Dollars (\$15,000).

3. Transfer of Assigned IP by NCHI to Assignee.

3.1. *Conveyance and Transfer; Acceptance.* On the Effective Date, NCHI hereby assigns to Assignee, and Assignee hereby accepts assignment of, all right, title and interest in and to the Assigned IP, as an additional capital contribution in respect of the shares of common stock of Assignee owned by NCHI. As of the Effective Date, Assignee shall have all responsibility to continue to prosecute and/or maintain all Assigned IP in its sole and absolute discretion.

3.2. *Further Actions.* In order to ensure that there may be realized by Assignee the full value of the Assigned IP, NCHI hereby covenants that, at the reasonable request and under the direction of Assignee, using NCHI's name or otherwise as Assignee may specify and as shall be permitted by applicable law, NCHI shall execute, acknowledge (if appropriate) and deliver to Assignee such instruments of sale, transfer, conveyance and assignment, and shall take all such other reasonable action and do or cause to be done all such other reasonable things as shall be necessary or appropriate in order that the rights and obligations of NCHI under the Assigned IP shall be preserved for Assignee.

3.3. *Tax Treatment.* NCHI and Assignee intend that, for all U.S. federal income tax and applicable state income and franchise tax purposes, NCHI's capital contribution of the Assigned IP to Assignee constitutes a transfer described in Section 351(a) of the Code and corresponding provisions of applicable state laws (and successor provisions).

4. Transfer of Assets. On the Effective Date, the transfers of the Assigned IP contemplated by this Agreement will be recorded in the books and records of Assignor, NCHI and Assignee. On or about the Effective Date, Assignor and Assignee shall take reasonable steps to clearly identify all Assigned IP as being the property of Assignee.

5. Representations and Warranties.

5.1. As of the Effective Date, each Party hereby represents and warrants to each other Party that it has the full corporate right, power and authority to enter into this Agreement.

5.2. As of the Effective Date, the Assignor hereby represents and warrants to NCHI that (a) it has the power and authority to assign the rights assigned in Section 2 without the need for the consent or approval of any third party, and (b) it has not granted and will not grant any assignment or license, and has not entered into and will not enter into any agreement that is inconsistent with or conflicts with the rights granted in Section 2.

5.3. As of the Effective Date, NCHI hereby represents and warrants to Assignee that (a) it has the power and authority to assign the rights assigned in Section 3 without the need for the consent or approval of any third party, and (b) it has not granted and will not grant any assignment or license, and has not entered into and will not enter into any agreement that is inconsistent with or conflicts with the rights granted in Section 3.

5.4. DISCLAIMERS; LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, NONE OF THE PARTIES MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE ASSIGNED IP AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ITSELF OR THIRD PARTIES, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. IN NO EVENT WILL ANY PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER LIABILITY IS BASED IN CONTRACT, TORT, PRODUCT LIABILITY OR ANY OTHER THEORY OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF WHETHER A PARTY KNOWS, HAS BEEN ADVISED OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

5.5. ASSIGNEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR AND NCHI CONTAINED HEREIN, ASSIGNEE TAKES THE ASSIGNED IP "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

5.6. In entering into this Agreement, Assignee acknowledges that it has relied solely upon its own investigation, review and analysis and not on any factual representations or opinions of Assignor, NCHI or their representatives, other than the specific representations and warranties of Assignor and NCHI set forth herein.

6. Indemnification. Assignee shall defend, indemnify and hold each of Assignor and NCHI, and each of their respective officers, directors, agents and employees (collectively, "Indemnitees") harmless from liability to the extent resulting from any third party claim based upon the practice, use or exploitation of the Assigned IP, provided that (i) Assignor shall promptly notify Assignee of any and all threats, claims and proceedings related thereto; (ii) Assignor shall give Assignee all reasonable assistance including, without limitation, providing information, documents and access to Assignor's employees; and (iii) Assignee shall have sole control of the defense and/or settlement thereof. Assignor will be entitled to participate in any such action or proceeding at its own expense, with counsel of its own choosing. The foregoing obligation of Assignee does not apply to the extent such third party claim results from (a) the breach of Assignor's representations and warranties or (b) negligence or willful misconduct of any Indemnitees.

7. Assignment. No Party may transfer or assign this Agreement or any of its rights or interests hereunder without the prior written approval of the other Parties, which consent shall not be unreasonably withheld, and any such attempted transfer or assignment will be null and void and without effect. Notwithstanding the foregoing, a Party may transfer or assign this Agreement without the written consent of the other Parties in connection with any acquisition, merger, transfer, or assignment, by operation of law or otherwise, of all or substantially all of any assets or business of the assigning Party, provided that, the

assignee agrees in writing to be bound by the terms of this Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8. Miscellaneous.

8.1. Further Actions. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue all trademarks to Assignee, its successors and assigns, in accordance with the terms of this Agreement. In this regard, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver such instruments as Assignee may deem appropriate to vest complete title in and to the Assigned IP in Assignee. This appointment shall be deemed to be a power coupled with an interest, and as such, it is irrevocable. Assignee shall have the right to record this Agreement with all applicable government authorities so as to perfect its ownership of the Assigned IP. Assignor, upon the request of the Assignee, will execute and deliver, or cause to be executed and delivered, such further instruments (including instruments of conveyance, assignment, and transfer), and will take such further actions, as the other reasonably may request in order to carry out the purposes and intent of the Agreement.

8.2. Amendment. No amendment, supplement, modification, waiver, or termination of this Agreement will be binding unless executed in writing by all Parties. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision of this Agreement, whether or not similar, nor will such waiver constitute a continuing waiver unless expressly provided.

8.3. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

8.4. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

8.5. Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing among the Parties is expressly canceled.

8.6. Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.


8.7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative to be effective as of the Effective Date.

"ASSIGNOR"

Abigail Wexner Research Institute at Nationwide Children's Hospital


Signature: 
.....

By: Matthew McFarland

Title: Vice President of Commercialization and Industry Relations

"ASSIGNEE"

Andelyn Biosciences, Inc.

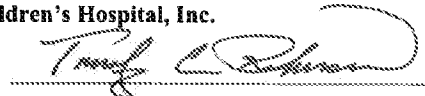
Signature: 
.....

By: Mayo Pujols

Title: CEO

"NCHI"

Nationwide Children's Hospital, Inc.

Signature: 
.....

By: Timothy C. Robinson

Title: CEO

Exhibit A

Assigned Domain Names:

andelynbiosciences.com
andelynbiosciences.net
andelynbiosciences.me
andelynbiosciences.org
andelynbiosciences.science
andelynbiosciences.biz
andelynbio.com
andelynbio.net
andelynbio.org
andelynbio.co
andelynbio.info
andelyn.org
andelyn.biz
andelyn.me
andelyn.info
andelyn.net

Exhibit A

Exhibit B

Assigned Trademarks



Country	Trademark	Ser. No.	Filing Date	Registered Date
US	ANDELYN BIOSCIENCES	88735506	20-Dec-2019	
US		88795697	13-Feb-2020	
US	RELIABLY EXPERT. PURPOSEFULLY DRIVEN.	88795698	13-Feb-2020	
European Union	ANDELYN BIOSCIENCES	18247005	29-May-2020	18-Nov-2020
European Union		18247007	29-May-2020	18-Nov-2020
European Union	RELIABLY EXPERT. PURPOSEFULLY DRIVEN.	18247006	29-May-2020	

Exhibit B

Final Andelyn_Trademark and Domain Name Assignment Agreement.Final.02.17.2021

Final Audit Report

2021-02-17

Created:	2021-02-17
By:	Isabella GomezRueda (Isabella.GomezRueda@nationwidechildrens.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAqVu2vCqCh_Y_ekStmZtjDo4r8EhCQJr

"Final Andelyn_Trademark and Domain Name Assignment Agreement.Final.02.17.2021" History

-  Document created by Isabella GomezRueda (Isabella.GomezRueda@nationwidechildrens.org)
2021-02-17 - 3:09:38 PM GMT - IP address: 69.24.145.19
-  Document emailed to Matthew McFarland (matthew.mcfarland@nationwidechildrens.org) for signature
2021-02-17 - 3:09:59 PM GMT
-  Email viewed by Matthew McFarland (matthew.mcfarland@nationwidechildrens.org)
2021-02-17 - 5:06:15 PM GMT - IP address: 69.24.144.19
-  Document e-signed by Matthew McFarland (matthew.mcfarland@nationwidechildrens.org)
Signature Date: 2021-02-17 - 5:06:29 PM GMT - Time Source: server- IP address: 69.24.144.19
-  Agreement completed.
2021-02-17 - 5:06:29 PM GMT



TRADEMARK

RECORDED: 03/31/2021

REEL: 007239 FRAME: 0526