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ETAS ID: TM650688

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900610549

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VERNALIS DEVELOPMENT LIMITED		11/09/2020	Company: ENGLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	VERNALIS (R&D) LIMITED
<b>Street Address:</b>	Granta Park, Great Abington
<b>City:</b>	Cambridge
<b>State/Country:</b>	ENGLAND
<b>Postal Code:</b>	22314
<b>Entity Type:</b>	Company: ENGLAND

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4208132	VERNALIS
<b>Registration Number:</b>	4891901	VERNALIS

**CORRESPONDENCE DATA**

**Fax Number:** 3126551501  
*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.*  
**Phone:** 3126551500  
**Email:** melissa.nace@huschblackwell.com  
**Correspondent Name:** Kathleen A. Rheintgen  
**Address Line 1:** 120 S. Riverside Plaza  
**Address Line 2:** Suite 2200  
**Address Line 4:** CHICAGO, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 518646-10017

**DOMESTIC REPRESENTATIVE**

**Name:** Kathleen A. Rheintgen  
**Address Line 1:** 120 S. Riverside Plaza  
**Address Line 2:** 518646-10017  
**Address Line 4:** CHICAGO, ILLINOIS 60606

TRADEMARK  
 REEL: 007319 FRAME: 0909

<b>NAME OF SUBMITTER:</b>	Melissa Nace
<b>SIGNATURE:</b>	/Melissa Nace/
<b>DATE SIGNED:</b>	05/31/2021
<b>Total Attachments: 10</b> source=#2640 A - IP Assignment Agreement - Inbound (EXECUTED) (9 November 2020) (003)#page1.tif source=#2640 A - IP Assignment Agreement - Inbound (EXECUTED) (9 November 2020) (003)#page2.tif source=#2640 A - IP Assignment Agreement - Inbound (EXECUTED) (9 November 2020) (003)#page3.tif source=#2640 A - IP Assignment Agreement - Inbound (EXECUTED) (9 November 2020) (003)#page4.tif source=#2640 A - IP Assignment Agreement - Inbound (EXECUTED) (9 November 2020) (003)#page5.tif source=#2640 A - IP Assignment Agreement - Inbound (EXECUTED) (9 November 2020) (003)#page6.tif source=#2640 A - IP Assignment Agreement - Inbound (EXECUTED) (9 November 2020) (003)#page7.tif source=#2640 A - IP Assignment Agreement - Inbound (EXECUTED) (9 November 2020) (003)#page8.tif source=#2640 A - IP Assignment Agreement - Inbound (EXECUTED) (9 November 2020) (003)#page9.tif source=#2640 A - IP Assignment Agreement - Inbound (EXECUTED) (9 November 2020) (003)#page10.tif	

Dated 9 November 2020

**VERNALIS DEVELOPMENT LIMITED**  
(as Assignor)

and

**VERNALIS (R&D) LIMITED**  
(as Assignee)

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**TRADEMARK ASSIGNMENT**

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**LATHAM & WATKINS**

99 Bishopsgate  
London EC2M 3XF  
+44.20.7710.1000 (Tel)  
[www.lw.com](http://www.lw.com)

This **DEED** is made on 9 November 2020 (the “**Deed**”).

**BETWEEN:**

- (1) **VERNALIS (R&D) LIMITED**, a company incorporated under the laws of England and Wales with registered number 01985479 and having its registered office at Granta Park, Great Abington, Cambridge, England, CB21 6GB (“**Assignee**”); and
- (2) **VERNALIS DEVELOPMENT LIMITED**, a company incorporated under the laws of England and Wales with registered number 02600483 and having its registered office at Granta Park, Great Abington, Cambridge, England, CB21 6GB (“**Assignor**”)

together the “**Parties**” and each a “**Party**”.

**BACKGROUND**

- (A) The Assignor and Assignee have entered into an asset purchase agreement dated 9 November 2020 for the sale and purchase of certain assets owned by the Assignor (the “**Asset Purchase Agreement**”) including certain Transferring Trademarks (as defined below).
- (B) Pursuant to the Asset Purchase Agreement, the Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Transferring Trademarks (as defined below), and the Assignee has agreed to accept such assignments, on the terms set out in this Deed.

IT IS AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed, save as otherwise specifically provided the following words have the following meanings:

“**Asset Purchase Agreement**” has the meaning given to it in Recital (A);

“**Business Day**” means any calendar day (other than a Saturday or a Sunday) on which banks are open for business in London, United Kingdom;

“**Deed**” has the meaning given in the preamble;

“**Encumbrance**” means any encumbrance, pledge, mortgage, charge, claim, privilege, easement, lien, usufruct, options, security interests, pre-emptive or subscription rights and/or any other third party rights or other restrictions on title, vote or transfer of any nature whatsoever (including any right to acquire, option or right of pre-emption);

“**Intellectual Property**” means all design rights, trade marks and service marks (in each case whether registered or not), patents, inventions (whether patentable or not), registered designs, copyrights (including in computer software), contractual waivers of moral rights, rights in databases and collections of data, utility models and all similar property rights whether or not registered or registrable, designs, drawings, performances, computer programs, rights in confidential information, know-how and trade secrets (and any documents containing such confidential information, know-how or trade secrets), business or brand names, rights in domain names, metatags, goodwill or the style or presentation of goods or services and all similar property rights whether or not registered or registrable, including applications for protection, renewal or extension of any such rights, anywhere in the world and in each case whether subsisting now or in the future;

“**Laws**” means any applicable national, international, federal, state, provincial or local laws, by-laws, statutes, ordinances, rules, regulations, directives, orders, decisions, rulings, judgements, injunctions or decrees of, or having effect in, any jurisdiction from time to time;

“**Transferring Trademarks**” has the meaning set out in Section 2.1; and

“**Working Hours**” means 9:30 am to 5:30 pm on a Business Day.

## 1.2 Interpretation

1.3 In this Deed, unless the context otherwise requires:

- (a) every reference to a particular Law shall be construed also as a reference to all other Laws made under the Law referred to and to all such Laws as amended, re-enacted, consolidated or replaced or as their application or interpretation is affected by other Laws from time to time and whether before or after the date of this Deed provided that, as between the Parties, no such amendment or modification shall apply for the purposes of this Deed to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
- (b) references to Clauses and Schedules are references to clauses of and schedules to this Deed, references to paragraphs are references to paragraphs of the Schedule in which the reference appears and references to this Deed include the Schedules;
- (c) references to the singular shall include the plural and vice versa and references to one gender include any other gender;
- (d) references to a “Party” means a party to this Deed and includes its successors in title, personal representatives and permitted assigns;
- (e) references to a “person” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality;
- (f) references to a “company” includes any company, corporation or other body corporate
- (g) references to times of the day are to London time unless otherwise stated;
- (h) references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- (i) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any other legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
- (j) words introduced by the word “other” shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things; and
- (k) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words “includes” and “including” shall be construed without limitation.

1.4 The headings and sub-headings in this Deed are inserted for convenience only and shall not affect the construction of this Deed.

1.5 Each of the Schedules to this Deed shall form part of this Deed.

1.6 References to this Deed include this Deed as amended or varied in accordance with its terms.

## **2. ASSIGNMENT**

2.1 The Assignor hereby absolutely and irrevocably assigns and transfers all right, title and interest in and to the trademarks listed in Schedule A (the “**Transferring Trademarks**”), free from Encumbrances, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Transferring Trademarks;
- (b) all statutory and common law rights (including, for the avoidance of doubt, goodwill) attaching to the Transferring Trademarks, to the extent relating to the goods or services with respect to which the Transferring Trademarks have been registered or used;
- (c) the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership of the Transferring Trademarks whether occurring before, on or after the date of this Deed;
- (d) all rights to apply for registered rights or protection of the Transferring Trademarks in any country in the world and rights to apply for any extensions, renewals or amendments thereof;
- (e) all rights to claim priority from the Transferring Trademarks; and
- (f) all rights to any extensions, renewals or amendments of or to the Transferring Trademarks.

2.2 The Assignor represents and warrants to the Assignee that:

- (a) the Assignor has the full right and ability to assign and transfer all right, title and interest in and to the Transferring Trademarks as specified in Clause 2.1; and
- (b) to the best of the Assignor’s knowledge, the Transferring Trademarks do not infringe or violate any third party Intellectual Property rights.

2.3 The Assignor hereby irrevocably acknowledges and agrees that it shall not have any right, title or interest in the Transferring Trademarks following the date of this Deed.

## **3. RECORDAL OF THE ASSIGNMENTS**

3.1 Except to the extent prohibited or required otherwise by Law, the Assignee shall be solely responsible, at its own cost and expense, for all recordals of the assignments made under this Deed, including all filings and other actions required to make such recordals, and all costs and expenses incurred in connection therewith, including filing and local counsel fees.

## **4. FURTHER ASSURANCE**

4.1 The Assignor shall, at the cost of the Assignee, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, reasonably required by the Assignee in order to ensure that the full benefit of the right, title and interest assigned and transferred to the Assignee under this Deed vests in the Assignee, including registration of the Assignee as applicant or registered proprietor of the Transferring Trademarks at any relevant national or supra-national Intellectual Property registry or office.

## **5. GENERAL**

5.1 **Notices**

- (a) Any notice or other communication given under this Deed or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed as provided in Clause 5.1(b) and served:
  - (i) by first class pre-paid post, in which case it shall be deemed to have been given 2 (two) Business Days after the date of posting; or
  - (ii) by e-mail, in which case it shall be deemed to have been given when despatched subject to confirmation of delivery by a delivery receipt,

provided that in the case of sub-Clause (ii) above any notice despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

- (b) Notices under this Deed shall be sent for the attention of the person and to the address or e-mail address, subject to Clause 5.1(c), as set out below:

**For Assignee:**

Name: **Vernalis (R&D) Limited**  
 For the attention of: Company Secretary  
 Address: Granta Park, Great Abington, Cambridge, England, CB21 6GB  
 E-mail address: [companysecretary@vernalis.com](mailto:companysecretary@vernalis.com)

**For Assingor::**

Name: Vernalis Development Limited  
 For the attention of: Charles Berkman,  
 Senior Vice President, General Counsel & Secretary  
 Address: c/o Ligand Pharmaceuticals Incorporated  
 3911 Sorrento Valley Boulevard, Suite 110  
 San Diego, CA 92121, USA  
 E-mail address: [cberkman@ligand.com](mailto:cberkman@ligand.com)

- (c) Any Party to this Deed may notify the other Parties in writing of any change to its address or other details specified in Clause 5.1(b) provided that such notification shall only be effective on the date specified in such notice or 5 (five) Business Days after the notice is given, whichever is later.

**5.2 Entire Agreement**

- (a) This Deed and the Asset Purchase Agreement set out the entire agreement between the Parties relating to the subject matter of this Deed and, save to the extent expressly set out in this Deed or the Asset Purchase Agreement, supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. Neither Party has entered into this Deed or the Asset Purchase Agreement in reliance upon, nor shall either Party have any claim or remedy in respect of, any statement, representation, warranty, undertaking, assurance,

promise, understanding or other provision made by or on behalf of the other Party, any of its representatives or any other person which is not expressly set out in this Deed or the Asset Purchase Agreement. This Clause 5.2 shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.

- (b) The rights, powers, privileges and remedies provided in this Deed are cumulative and not exclusive of any rights, powers, privileges or remedies provided by Law.

### 5.3 **Waiver and Variation**

- (a) A failure or delay by a Party to exercise any right or remedy provided under this Deed or by Law, whether by conduct or otherwise, shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Deed or by Law, whether by conduct or otherwise, shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) A waiver of any right or remedy under this Deed shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- (c) No variation or amendment of this Deed shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to this Deed. Unless expressly agreed, no variation or amendment shall constitute a general waiver of any provision of this Deed, nor shall it affect any rights or obligations under or pursuant to this Deed which have already accrued up to the date of variation or amendment and the rights and obligations under or pursuant to this Deed shall remain in full force and effect except and only to the extent that they are varied or amended.

### 5.4 **Invalidity**

Where any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction then such provision shall be deemed to be severed from this Deed and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Deed and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Deed.

### 5.5 **Counterparts**

This Deed may be executed in any number of counterparts. Each counterpart shall constitute an original of this Deed but all the counterparts together shall constitute but one and the same instrument.

### 5.6 **No Third Party Rights**

- (a) A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third parties) Act 1999 to enforce any of its terms.
- (b) Each Party represents to the other that their respective rights to terminate, rescind or agree any amendment, variation, waiver or settlement under this Deed are not subject to the consent of any person that is not a party to this Deed.

### 5.7 **Governing law and jurisdiction**

- (a) This Deed and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.



- (b) Any Dispute shall be finally settled by arbitration administered by the International Court of Arbitration of the International Chamber of Commerce in accordance with the Rules of Arbitration of the International Chamber of Commerce then in effect (the “**Rules**”), except as they may be modified in this Clause 5.7 or by agreement of the Parties.
- (c) The arbitration shall be conducted by three arbitrators. The claimant(s), on the one hand, and the respondent(s), on the other hand, shall each nominate an arbitrator and deliver written notification of such nomination to the Secretariat of the International Chamber of Commerce. In the event a party to the arbitration fails to deliver notification of such nomination to the Secretariat of the International Chamber of Commerce within the time period prescribed under the Rules or within the time period agreed upon by the parties to the arbitration, upon request of any party to the arbitration, such arbitrator shall instead be appointed by the International Court of Arbitration of the International Chamber of Commerce. The two arbitrators appointed in accordance with the above provisions shall nominate the third arbitrator and notify the Secretariat of the International Chamber of Commerce of such nomination for confirmation by the International Court of Arbitration of the International Chamber of Commerce. If the first two appointed arbitrators fail to nominate a third arbitrator within 30 (thirty) days of their confirmation, then the third arbitrator shall be appointed by the International Court of Arbitration of the International Chamber of Commerce. The third arbitrator shall act as President of the Arbitral Tribunal.
- (d) The seat of arbitration shall be London, England. The language of the arbitration shall be English.
- (e) By agreeing to arbitration, the Parties do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction or attachment in aid of the arbitration, or order any interim or conservatory measure. A request for such provisional remedy or interim or conservatory measure by a Party to a court shall not be deemed a waiver of this agreement to arbitrate.
- (f) The award rendered by the Arbitral Tribunal, which shall cover which party shall bear the costs of the arbitration, shall be final and binding on the parties to the arbitration. Enforcement of the award may be requested in any court of competent jurisdiction.
- (g) The Parties shall maintain strict confidentiality with respect to all aspects of the arbitration and shall not disclose the fact, conduct or outcome of the arbitration to any non-parties or non-participants, except to the extent required by Law, court order or to the extent necessary to recognize, confirm or enforce the final award in the arbitration, without the prior written consent of all parties to the arbitration and shall not oppose to the Arbitral Tribunal issuing a confidentiality order pursuant to Article 22(3) of the Rules.
- (h) For the purposes of this Clause, “Dispute” means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this Deed, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this Deed or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this Deed.

**IN WITNESS WHEREOF** each Party has executed and delivered this Deed, or caused this Deed to be executed and delivered by its duly authorised representatives.

**SIGNATORIES**

**EXECUTED AS A DEED** by a duly authorised  
Director for and on behalf of **VERNALIS**  
**DEVELOPMENT LIMITED**



.....

In the presence of:  
Witness Name

.....Sarah N. Berkman.....

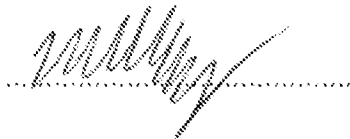
Witness Address

5948 Meadow Del Mar  
San Diego, CA 92130.....

Witness Signature

.....Sarah N. Berkman.....

EXECUTED AS A DEED by a duly authorised  
Director for and on behalf of VERNALIS  
(R&D) LIMITED

  
.....

In the presence of:  
Witness Name

Cindy Korcak  
712 Sturbridge Dr, Bayswater, AFRD

Witness Address

Witness Signature

Cindy Korcak

**SCHEDULE A**  
**TRANSFERRING TRADEMARKS**

**Registered Trade Marks**

Mark	Country of Registration	Application/ Registration Numbers	Registered proprietor	Date of Registration/ application/ renewal	Classes
VERNALIS	European Community	000820548 000820548	Vernalis Development limited	05 May 1998 05 May 1998	03, 05, 42
VERNALIS	Japan	10-45414 4309734	Vernalis Development limited	29 May 1998 27 Aug 1999	05, 42
VERNALIS	Madrid Protocol (TM)	695839 695839	Vernalis Development Limited	06 Jul 1998 06 Jul 1998	05
VERNALIS	New Zealand	294410 294410	Vernalis Development Limited	26 Jun 1998 26 Jun 1998	05
VERNALIS	Pakistan	149415 149415	Vernalis Development Limited	07 Aug 1998 07 Aug 1998	05
VERNALIS	Republic of Korea	40-1998-0018999 0456334	Vernalis Development Limited	27 Jul 1998 11 Oct 1999	05
VERNALIS	Serbia	695839 695839	Vernalis Development Limited	06 Jul 1998 06 Jul 1998	05
VERNALIS	Switzerland	03825/1998 P-456295	Vernalis Development limited	11 May 1998 11 May 1998	03, 05, 42
VERNALIS	United States of America	76/699990 4208132	Vernalis Development Limited	22 Oct 2009 18 Sep 2012	05, 42
VERNALIS	United States of America	86/592321 4891901	Vernalis Development limited	08 Apr 2015 26 Jan 2016	05, 42

**Unregistered Trade Marks**

All unregistered rights in and to the following word mark: VERNALIS