

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northstar Healthcare Holdings Unlimited Company		09/11/2020	Private Unlimited Company: IRELAND
RECEIVING PARTY DATA			
Name:	NorthStar Healthcare Holdings Limited		
Street Address:	93, Mill Street		
City:	Qormi		
State/Country:	MALTA		
Postal Code:	QRM 3102		
Entity Type:	Private Limited Liability Company: MALTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6337611	AISLING	
Registration Number:	4907138	NORTHSTARX	
Registration Number:	4912078	NORTHSTARX	
CORRESPONDENCE DATA			
Fax Number:	4044611457		
<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:	(404) 461-5216		
Email:	auma.reggy@mckesson.com		
Correspondent Name:	Auma N. Reggy		
Address Line 1:	2 National Data Plaza, NE		
Address Line 4:	Atlanta, GEORGIA 30329		
NAME OF SUBMITTER:	Auma N. Reggy		
SIGNATURE:	/anr/		
DATE SIGNED:	08/09/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated as of September 11, 2020, by and between Northstar Healthcare Holdings Unlimited Company, a private unlimited company incorporated under the laws of Ireland with company number 372646 and with its principal place of business at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda ("Assignor"), and NorthStar Healthcare Holdings Limited, a private limited liability company incorporated under the laws of Malta with registration number C 95695 and with its principal place of business at 93, Mill Street, Qormi, QRM 3102, Malta ("Assignee").

WHEREAS, on the date hereof, Assignor and Assignee are entering into that certain Purchase and Sale Agreement (the "Purchase Agreement") whereby Assignor is selling to Assignee, among other things, the Assigned Trademarks (as defined below);

WHEREAS, Assignor is the owner of its right, title, and interest in, to, and under the trademarks and/or trademark registrations and applications identified on Schedule A hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, in connection with the Purchase Agreement, Assignor desires to assign the Assigned Trademarks to Assignee.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers unto Assignee, effective as of 5:59 p.m. Eastern Daylight Time on September 11, 2020, all of Assignor's right, title, and interest in, to, and under the Assigned Trademarks, together with all goodwill associated therewith, and all rights to sue or recover and retain damages and costs and attorney's fees for past, present, and future infringement or misappropriation of any of the foregoing in all countries of the world.

2. NO WARRANTIES. EXCEPT FOR THE REPRESENTATIONS OF ASSIGNOR SET FORTH IN THE PURCHASE AGREEMENT, THE ASSIGNED TRADEMARKS ARE BEING ASSIGNED AND TRANSFERRED ON AN "AS IS" BASIS WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITH RESPECT TO OWNERSHIP, VALIDITY, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

3. Counterparts. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to any conflicts of laws principles.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

NORTHSTAR HEALTHCARE HOLDINGS
UNLIMITED COMPANY

By: Wesley Toavs
Name: Wesley Toavs
Title: Director

ASSIGNEE:

NORTHSTAR HEALTHCARE HOLDINGS
LIMITED

By: Sergio Vella
Name: Sergio Vella
Title: Director

[Signature Page to Trademark Assignment Agreement]

Schedule ATrademarks

Trademark	Country/Region	Application Number	Application Date	Registration Number	Registration Date
AISLING	Canada	1932129	Nov 23 2018		
AISLING	EU	0179888689	Nov 22 2018	0179888689	Mar 7 2019
AISLING	UK	UK00003355476	Nov 22 2018	UK00003355476	Feb 8 2019
AISLING	USA	88205352	Nov 26 2018		
NORTHSTAR RX	EU	004736872	Nov 22 2005	004736872	Oct 31 2006
NORTHSTARX	Brazil	908621957	Nov 19 2014	908621957	May 2 2017
NORTHSTARX	EU	013461249	Nov 14 2014	013461249	Apr 13 2015
NORTHSTARX	India	2847848	Nov 21 2014	2847848	Nov 21 2014
NORTHSTARX	Norway	201413252	Nov 14 2014	280161	Feb 5 2015
NORTHSTARX	Taiwan	103067285	Nov 21 2014	1725028	Sep 1 2015
NORTHSTARX	USA	86464315	Nov 25 2014	4907138	Mar 1 2016
NORTHSTARX	Brazil	908748299	Dec 12 2014	908748299	May 30 2017
NORTHSTARX	EU	013521315	Dec 3 2014	013521315	Apr 1 2015
NORTHSTARX	India	2857942	Dec 5 2014		
NORTHSTARX	Norway	201414345	Dec 3 2014	280410	Feb 18 2015
NORTHSTARX	Taiwan	103069584	Dec 3 2014	1722044	Aug 16 2015
NORTHSTARX	USA	86464320	Nov 25 2014	4912078	Mar 8 2016

TRADEMARK

REEL: 007383 FRAME: 0125

RECORDED: 08/09/2021