

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QED Therapeutics, Inc.		11/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Helsinn Healthcare S.A.		
Street Address:	Via Pian Scairolo 9		
City:	Pazzallo Lugano		
State/Country:	SWITZERLAND		
Postal Code:	6912		
Entity Type:	Société Anonyme (Sa): SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6541355	TRUSELTIQ	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7703175881		
Email:	anye@amandanyelaw.com		
Correspondent Name:	AMANDA LAURA NYE		
Address Line 1:	6 Davis Drive		
Address Line 2:	Suite E		
Address Line 4:	Belvedere Tiburon, CALIFORNIA 94920		
NAME OF SUBMITTER:	/Amanda Laura Nye/		
SIGNATURE:	/Amanda Laura Nye/		
DATE SIGNED:	11/10/2021		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 8th day of November 2021 by and between **QED Therapeutics, Inc.**, a corporation organized and existing under the laws of Delaware, having its registered office at 8000 Marina Boulevard Suite 400, Brisbane, California 94005 ("Assignor") and **Helsinn Healthcare S.A.**, a company organized under the laws of Switzerland, having its principal place of business at Via Pian Scairolo 9, 6912 Pazzallo Lugano, Switzerland ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademark set forth on Exhibit A attached hereto and incorporated herein by reference (the "Mark");

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Mark to Assignee in connection with the License and Collaboration Agreement by and between Assignor, Assignee and Helsinn Therapeutics (U.S.), Inc., a corporation organized and existing under the laws of the State of Delaware and having its principal office at 170 Wood Avenue S., 5th Floor, Iselin, New Jersey, 08830 dated as of March 29, 2021; and

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in, to and under the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed solely by Assignee, its successors, permitted assigns or legal representatives, and all rights to (i) apply for, make filings and maintain the Mark, including all registrations, applications and renewals therefor, (ii) any proceeds, benefits, privileges, causes of action, and remedies relating to the Mark, (iii) bring an action, whether at law or in equity, for past, present or future infringement or unauthorized use of the Mark against any third party, along with the right to recover damages, profits and injunctive relief for all past, present or future infringement or unauthorized use of the Mark, and collect same for Assignee's sole use and enjoyment, and (iv) all income, royalties and payments now or hereafter due or payable with respect thereto.

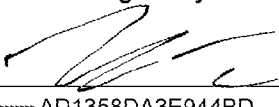
Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the law of the State of New York without reference to the choice of law doctrine of such state.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective as of the date first written above.

Assignor:
QED Therapeutics, Inc.

DocuSigned by:

By: _____
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Michael Henderson
CEO
Date: 08 November 2021 | 10:21 PST

Assignee:
Helsinn Healthcare S.A.

DocuSigned by:

By: _____
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Matteo Missaglia
General Counsel & Chief Legal Officer
Date: 08 novembre 2021 | 18:15 CET