

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kleo Pharmaceuticals, Inc.		04/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Biohaven Therapeutics Ltd.		
Street Address:	215 Church Street		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06510		
Entity Type:	Limited Company (Ltd.): VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87654649	ARMS	
Serial Number:	87654662	SYAMS	
Serial Number:	87654667	MATES	
CORRESPONDENCE DATA			
Fax Number:	2023712540		
<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:	202-371-2600		
Email:	tm@sternekessler.com		
Correspondent Name:	Monica Riva Talley		
Address Line 1:	1100 New York Avenue, N.W.		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Dana N. Justus		
SIGNATURE:	/Dana N. Justus/		
DATE SIGNED:	05/20/2022		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (this “Agreement”) dated April 1, 2022 (the “Effective Date”), is entered into by and between Biohaven Therapeutics Ltd, a BVI business company limited by shares formed under the laws of the Territory of the British Virgin Islands (“BTL”) and Kleo Pharmaceuticals, Inc., a corporation formed under the laws of Delaware, U.S.A. (“Kleo”) (each of BTL and Kleo are sometimes individually referred to herein as a “Party” and collectively referred to as the “Parties”).

WHEREAS, Kleo owns the entire right, title and interest in, to and under the trademarks set forth in the attached Schedule A (as further defined below, the “Trademarks”);

WHEREAS, BTL is desirous of acquiring Kleo’s entire right, title and interest in, to and under the Trademarks;

WHEREAS, concurrently with the execution of this Agreement, Kleo and BTL have entered into that certain IP Sale Agreement effective as of the Effective Date (the “IP Sale Agreement”), in connection with which Kleo transferred, sold or licensed to BTL certain intellectual property, and certain related rights and obligations, relating to the Kleo Intellectual Property (as defined below) and certain other assignment, license or other similar agreements referred to in the IP Sale Agreement (the “Other Transfer Agreements”), as well as such other agreements as are deemed necessary or expedient to transfer the intellectual property, and related rights and obligations, contemplated to be transferred to BTL.

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

1. Definitions. Unless the context of a provision herein otherwise requires, words importing the singular include the plural and vice-versa. The words “include,” “includes” or “including” mean include without limitation, includes without limitation or including without limitation. The words “hereof,” “herein,” “hereto” and “hereunder,” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any provision of this Agreement. For the purposes of this Agreement, the following terms shall have the meanings ascribed to them as follows:

- a) “Affiliate” or “Affiliates” shall mean any corporation, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with the person or entity specified;
- b) “Assigned Rights” shall have the meaning set forth in Section 2(a) of this Agreement.
- c) “BTL” shall have the meaning set forth in the preamble of this Agreement.

- d) "Effective Date" shall have the meaning set forth in the preamble of this Agreement.
- e) "IP Sale Agreement" shall have the meaning set forth in the preamble of this Agreement.
- f) "Kleo" shall have the meaning set forth in the preamble of this Agreement.
- g) "Other Transfer Agreements" shall have the meaning set forth in the preamble of this Agreement.
- h) "Party" and "Parties" shall have the meaning set forth in the preamble of this Agreement.
- i) "Territory" means all countries of the world.
- j) "Third Party" means any entity other than Kleo, BTL or their respective Affiliates and Third Parties shall be construed accordingly.
- k) "Trademarks" shall mean all trademarks, service marks, designs, trade dress, logos, slogans, and trade names owned by Kleo (and any and all associated common law rights) that are set forth in Schedule A, attached hereto and made a part hereof.

2. Assignment of Assets.

- a) In consideration of the sum paid by BTL to Kleo under the IP Sale Agreement (the receipt and sufficiency of which Kleo now acknowledges), Kleo hereby sells, assigns, transfers, delivers, and sets over ownership and control, to BTL, its successors, legal representatives and assigns, of its entire right, title and interest in, to and under (i) the Trademarks, (ii) all agreements relating exclusively to the Trademarks and all associated statutory and common law rights, (iii) any and all goodwill of the business symbolized by and associated with the Trademarks, (iv) all income, royalties and damages now and hereafter due and/or payable to Kleo in connection with the Trademarks, including damages and payments for past, present and future infringements, misappropriations, or violations thereof, in the Territory, (v) all rights to sue for past, present and future infringements, misappropriations, or violations of the Trademarks in the Territory and (vi) all rights corresponding to any of the above in the Territory (collectively, the "Assigned Rights").
- b) Kleo hereby acknowledges and agrees that from and after the Effective Date hereof, BTL shall be the exclusive owner of Kleo's Trademarks listed on Schedule A.

3. Recordation. Kleo hereby authorizes and requests any official of any country whose duty is to issue trademarks or other evidence or forms of intellectual property or industrial property protection, to issue the same to BTL, its successors, legal representatives and assigns, with respect to the Assigned Rights in accordance with the terms of this Agreement. For purposes of local recordation, it is acknowledged and agreed that the Party making the requisite local filings may: (i) omit any portions of this Agreement and Schedule A hereto that are not required for recordation in the local jurisdiction in question; and (ii) prepare and record abbreviated, short-form confirmatory assignments based on this Agreement.

4. Representations and Warranties. Kleo hereby represents and warrants that:

- a) Kleo has all rights necessary to convey the entire right, title and interest in and to the Assigned Rights;
- b) Kleo has not executed, and will not execute, any agreement in conflict herewith;
- c) Kleo has paid all fees related to the Trademarks and owed to the applicable governmental agencies prior to or as of the Effective Date;
- d) the Trademarks are valid and subsisting, and, to the best of BTL's knowledge, fully enforceable against Third Parties who violate or infringe the Trademarks;
- e) the transactions contemplated under this Agreement, do not and will not violate the terms of any law or regulation, or existing contractual obligation of Kleo; and
- f) no Third Party consents are required to complete the transactions contemplated by this Agreement.

5. Limitation of Liability. THE ASSIGNED RIGHTS ARE PROVIDED "AS IS" TO IRELAND. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KLEO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE ASSIGNED RIGHTS AND THIS AGREEMENT, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. IN NO EVENT SHALL EITHER PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LOST PROFITS OR REVENUES, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, UNLESS SUCH DAMAGES ARE DUE TO THE GROSS NEGLIGENCE OR WILLFUL TORTIOUS MISCONDUCT OF THE LIABLE PARTY.

6. **Notices.** Any notice to be provided pursuant to this Agreement shall be deemed duly given if sent addressed to the other Party at the address set forth at the beginning of this Agreement, or to such other address as shall have theretofore been furnished by one Party to the other in writing, and shall be deemed to have been given when sent.

7. **Assignment.** BTL may assign its rights or obligations hereunder in whole or in part to any Affiliate or Third Party without the prior written consent, but with prompt written notice to Kleo after such assignment.

8. **Further Assistance.** Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts as may be necessary or appropriate in order to carry out the purpose and intent of this Agreement. Kleo will, upon BTL's request and at BTL's expense, execute and deliver or cause the execution and delivery to BTL, or otherwise obtain for BTL's benefit such further assignments and other documents, and do or cause to be done such acts or things as BTL, in its discretion may require to perfect, continue, protect, exercise, and enforce rights assigned pursuant to this Agreement. Kleo hereby further covenants and agrees that Kleo will communicate to BTL, its successors, legal representatives and assigns, any facts known to Kleo or its employees or representatives concerning the Assigned Rights, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything possible to aid BTL, its successors, legal representatives and assigns, to fully prosecute, maintain and enforce the Assigned Rights. For the avoidance of doubt, such obligations include providing evidence and testimony in connection with litigation concerning the Trademarks. Reciprocally, BTL shall assist Kleo as provided above in connection with Kleo's registration, prosecution, and enforcement of the corresponding rights to the Assigned Rights in the Territory.

9. **Compliance with Laws.** BTL shall, and shall cause its Affiliates, licensees and subcontractors involved in performing BTL's obligations under this Agreement to, at all times in the conduct of the manufacture, distribution, sale and marketing of products using the Trademarks, strictly comply with all applicable laws, rules and regulations in force applicable to its obligations under this Agreement, and BTL assumes responsibility for any penalties, liabilities, or damages occasioned by the violation of or non-compliance with any such laws, rules or regulations, when such violation or non-compliance is due to the action, omission or negligence of BTL or any of its sublicensees.

10. **Agency Arrangement.** If the sale, assignment, transfer and set over, to BTL, its successors, legal representatives and assigns, of the Assigned Rights is not recognized as effective by any governmental authority as of the Effective Date, then BTL hereby appoints Kleo as its agent with all powers and authority to act on its behalf, at the sole direction of BTL, with respect to BTL's rights, obligations and entitlements with respect to the Assigned Rights from the Effective Date until such time as the sale, assignment, transfer and set over of the Assigned Rights is recognized as effective by the relevant governmental authority or authorities. Kleo will do or cause to be done such acts or things as BTL, in its sole discretion, may require to

continue, protect, exercise, and enforce BTL's rights relating to the Assigned Rights (including receiving and paying over any royalties and any other economic benefits received with respect to the Assigned Rights). For the avoidance of doubt, such obligations include, but are not limited to, assisting BTL with litigation, entering into agreements and initiating infringement proceedings, each in connection with the Assigned Rights.

11. Export Control. Each Party agrees that it will not export, directly or indirectly, any technical information acquired from the other Party under this Agreement or any product or Product using such technical information to a location or in a manner that at the time of export violates applicable law or requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity.

12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein, whether express or implied, shall give or be construed to give to any person, other than the Parties and their permitted assigns, any legal or equitable rights hereunder.

13. Amendments. Except as otherwise expressly authorized in this Agreement, all amendments to this Agreement must be in writing and signed by the appropriate authorized representative of both Parties.

14. Choice of Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Delaware. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the state and federal courts of the State of Connecticut, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

15. Counterparts. The Parties may execute and witness this Agreement in any number of counterparts, including electronic counterparts. Each counterpart constitutes an original executed counterpart and all counterparts together constitute one document. This Agreement is not effective until each Party has executed and delivered at least one counterpart. Delivery of an executed counterpart of this Agreement, whether executed by wet ink or electronic signature, constitutes effective delivery of this Agreement for all purposes. If a Party electronically delivers a counterpart executed by wet ink signature, as soon as reasonably

practicable after delivery of the counterpart, it shall provide the other Party with the original page where it has applied a wet ink signature (but failure to do so shall not affect the validity, enforceability or binding effect of this Agreement). Kleo hereby authorizes the division by BTL of the information provided in Schedule A in order to facilitate the conveyance, transfer and assignment, consolidation, vesting, and recording in BTL of full ownership of the Assigned Rights.

16. Severability. If any one or more of the provisions of this Agreement is held invalid or unenforceable by any court of competent jurisdiction from which no appeal can be or is taken, the provision shall be considered severed from this Agreement and shall not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering into this Agreement may be realized.

17. Headings. The headings for each section of this Agreement have been inserted for convenience only and are not intended to limit or expand on the meaning of the language contained in the particular section.

18. No Waiver. Any delay in enforcing a Party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, except only as to an express written and signed waiver as to a particular matter period of time.

19. Entire Agreement. This Agreement, together with the IP Sale Agreement and the Other Transfer Agreements, sets forth the entire understanding between the Parties relating to the subject matter contained herein, and supersedes all prior discussions and writings between the Parties with respect thereto.

* * * * *

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have duly executed this Agreement on the Effective Date set forth above.

KLEO PHARMACEUTICALS, INC.

By: Warren F. Volles

Name: Warren Volles

Title: Chief Legal Officer

BIOHAVEN THERAPEUTICS LTD.

By: Vlad Coric MD

Name: Vlad Coric, M.D.

Title: President

Signature page to the Trademark Assignment Agreement between Kleo Pharmaceuticals, Inc. and Biohaven Therapeutics Ltd.

SCHEDULE A

Trademarks

FILE NUMBER	COUNTRY NAME	TITLE	SERIAL NO.	FILING DATE	STATUS
20040-TM-US	United States of America	ARMS (Class 5)	87654649	Oct 21, 2017	Allowed
20041-TM-US	United States of America	SYAMS (Class 5)	87654662	Oct 21, 2017	Allowed
20042-TM-US	United States of America	MATES (Class 5)	87654667	Oct 21, 2017	Allowed