

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OptiNose AS		06/02/2022	Corporation: NORWAY
RECEIVING PARTY DATA			
Name:	OptiNose Inc.		
Street Address:	1020 Stony Hill Road		
Internal Address:	Suite 300		
City:	Yardley		
State/Country:	PENNSYLVANIA		
Postal Code:	19067		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6011121	EDS	
Registration Number:	5508817	OPTINOSE	
Registration Number:	5503443	XHANCE	
Registration Number:	5520935	XHANCE	
Registration Number:	5549458	OPTINOSE	
Registration Number:	5549459	OPTINOSE	
Registration Number:	5549460	XHANCE	
Registration Number:	5549461	XHANCE	
CORRESPONDENCE DATA			
Fax Number:	2024084400		
<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:	2024084000		
Email:	docketing@finnegan.com		
Correspondent Name:	Christie Baty Hudgins		
Address Line 1:	901 New York Avenue NW		
Address Line 2:	Finnegan, Henderson, Farabow et al.		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	12635.0998		

OP \$215.00 6011121

NAME OF SUBMITTER:	Christie Baty Hudgins
SIGNATURE:	/Christie Baty Hudgins/
DATE SIGNED:	11/10/2022
Total Attachments: 3 source=OptiNose U.S. Trademark Assignment (12635.0998)#page1.tif source=OptiNose U.S. Trademark Assignment (12635.0998)#page2.tif source=OptiNose U.S. Trademark Assignment (12635.0998)#page3.tif	

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** is made and entered into this June 2, 2022 by and between OptiNose AS., a Norwegian limited company with offices at Gaustadalléen 21, Oslo, Norway 0349 (“ASSIGNOR”), and OptiNose Inc., a corporation organized and existing under the laws of Delaware and having a place of business at 1020 Stony Hill Road, Ste 300, Yardley, Pennsylvania 19067 (“ASSIGNEE”).

RECITALS

WHEREAS, ASSIGNEE and ASSIGNOR are parties to an Intellectual Property Sale Agreement dated as of June 2, 2022 (the “Agreement”), pursuant to which ASSIGNOR has agreed to sell to ASSIGNEE and ASSIGNEE has agreed to buy from ASSIGNOR all of ASSIGNOR’s rights, titles and interests in and to certain trademark rights described therein. In connection therewith, ASSIGNOR has agreed to execute a separate Assignment of Trademarks in order to more effectively assign, transfer, grant, convey, assure, confirm, and memorialize to ASSIGNEE and its successors and assigns, or to aid and assist in the collection of or reducing to possession by ASSIGNEE, all of such trademark rights.

WHEREAS, in accordance with the Agreement, ASSIGNOR desires to transfer and assign to ASSIGNEE, and ASSIGNEE desires to accept the transfer and assignment of, all of ASSIGNOR’s right, title, and interest in, to and under: (a) the U.S. trademarks identified in Exhibit A hereto; (b) all extensions, renewals, restorations, revisions and revivals of any of the trademarks identified in Exhibit A hereto; and (c) the goodwill of the business associated with the trademarks in clauses (a) and (b) including, without limitation, the right to sue and recover for past infringements, dilution, and other violations (collectively, the “Trademark Rights”).

NOW, THEREFORE, ASSIGNOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to ASSIGNEE, and ASSIGNEE hereby accepts the transfer and assignment of, (i) all of ASSIGNOR’s right, title, and interest in, to, and under the Trademark Rights, the same to be held and enjoyed by the said ASSIGNEE, and its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said ASSIGNOR had this Assignment of Trademarks not been made and (ii) (a) all rights of any kind accruing under any and all of the Trademark Rights; (b) all rights to collect royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Trademark Rights; (c) all rights, claims, credits, judgements, and causes of action with respect to any and all of the Trademark Rights, whether pending or unasserted, and whether accruing before, on, or after the date hereof, including without limitation all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, dilution, misuse or violation of any of the Trademark Rights; and (d) all goodwill associated with the Trademark Rights.

(signatures to follow)

IN WITNESS WHEREOF, ASSIGNOR has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

OptiNose AS

By: _____



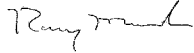
Name: Helena Kyttari Djupesland

Title: Board Member

IN WITNESS WHEREOF, ASSIGNEE has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

OptiNose, Inc.

By: _____



Name: Dr. Ramy Mahmoud

Title: President and Chief Operating Officer

EXHIBIT A TO ASSIGNMENT OF TRADEMARKS

U.S. TRADEMARKS

Serial Number	Status Live/Dead	Mark
88301782 (Reg. No. 6011121)	Registered 3/17/2020	EDS
86415431 (Reg. No. 5508817)	Registered 7/3/2018	OPTINOSE
86739264 (Reg. No. 5503443)	Registered 6/26/2018	XHANCE
87514569 (Reg. No. 5520935)	Registered 7/17/2018	XHANCE
87723211 (Reg. No. 5549458)	Registered 8/28/2018	OPTINOSE
87723239 (Reg. No. 5549459)	Registered 8/28/2018	OPTINOSE Logo
87723255 (Reg. No. 5549460)	Registered 8/28/2018	XHANCE Logo (in color)
87723275 (Reg. No. 5549461)	Registered 8/28/2018	XHANCE Logo (black & white)
86043713 (Reg. No. 4762744)	Cancelled (Registered 6/30/2015; Abandoned 12/31/2021)	BREATH POWERED
86975911 (Reg. No. 4721890)	Cancelled (Registered 4/14/2015; Abandoned 12/10/2021)	BREATH POWERED
86899902	Abandoned (Filed 2/7/2017; Abandoned 5/7/2018)	SUVIESSE
86899897	Abandoned (Filed 2/6/2016; Abandoned 11/6/2017)	RYNOSONE
86043710	Abandoned (Filed 8/21/2013; Abandoned 10/3/2016)	BI-DIRECTIONAL
86739239	ABANDONED (Filed 8/27/2015; Abandoned 6/13/2016)	DEEPOSONE
77919246	ABANDONED (Filed 1/25/2010; Abandoned 4/2/2015)	OPTINOSE

Exhalation Delivery System