# OP \$115.00 88504722

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM769182

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			
SEQUENCE:	1			

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Biohaven Pharmaceutical Holding Company Limited		10/03/2022	limited company (ltd.): VIRGIN ISLANDS, BRITISH

### **RECEIVING PARTY DATA**

Name:	Biohaven 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: 4**

Property Type	Number	Word Mark			
Serial Number:	88504722	MYHAVEN			
Serial Number:	88927513	NEUROINNOVATION			
Registration Number:	6130617	BIOHAVEN			
Registration Number:	6679806	BIOSHIN			

### **CORRESPONDENCE DATA**

**Fax Number:** 2023712540

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:** 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:	11/21/2022

**Total Attachments: 7** 

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TRADEMARK REEL: 007899 FRAME: 0495

900733377



# **ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS (this "<u>Assignment</u>") is made and entered into as of the 3rd day of October, 2022 ("<u>Effective Date</u>"), by Biohaven Pharmaceutical Holding Company Ltd., a British Virgin Islands business company limited by shares with BVI company number 1792178 formed under the laws of the territory of the British Virgin Islands ("<u>Assignor</u>") in favor of Biohaven Ltd., a British Virgin Islands business company limited by shares with BVI company number 2097693 incorporated under the laws of the British Virgin Islands ("<u>Assignee</u>"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Separation and Distribution Agreement, dated as of May 9, 2022, among Biohaven Ltd., Pfizer Inc. (with respect to certain sections), and Assignor.

- A. Assignor is the owner of the Trademarks set forth on <u>Schedule 1</u> hereto (collectively, the "<u>Transferred Trademarks</u>").
- B. Assignor desires to transfer and assign the Transferred Trademarks to Assignee, in accordance with and subject to the provisions set forth below.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

- 1. Assignor hereby irrevocably Transfers to Assignee, its successors and assigns its entire right, title and interest in the United States and throughout the world in and to the Transferred Trademarks, including (a) any and all applications and registrations, and renewals and extensions thereof, (b) all goodwill associated therewith and symbolized thereby, and (c) all claims, causes of action and enforcement rights of any kind with respect thereto, and all of Assignor's rights to sue for and collect damages, costs, royalties, license fees, profits, injunctive relief and other recoveries for or relating to any past, present or future infringement thereof; the same to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this assignment not been made. Assignor hereby disclaims any rights in or to the Transferred Trademarks.
- 2. Assignor hereby authorizes and requests the relevant authority at the United States Patent and Trademark Office and/or any other applicable Governmental Authority of any country or countries foreign to the United States of America whose duty it is to record Trademark assignments, to record this Assignment as assignee of the entire right, title and interest in, to and under the Transferred Trademarks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 3. The assumption by Assignee of such obligations shall be binding on Assignee and its successors and permitted assigns in accordance with this Assignment.

This Assignment and all actions arising under or in connection therewith will be governed by and construed in accordance with the Laws of the State of Delaware, regardless of any other

Laws that might otherwise govern under applicable principles of conflicts of law. The selection of the laws of the State of Delaware as the governing law of this Assignment and the transactions contemplated hereby is a valid choice of law under the laws of the British Virgin Islands and will be honored by courts in the British Virgin Islands.

This Assignment may be executed in counterparts (including by electronic signature or electronic transmission of .pdf signatures), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of any electronic signature or signature page by electronic transmission shall be binding to the same extent as an original signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment is executed as of the Effective Date.

BIOHAVEN PHARMACEUTICAL HOLDING COMPANY LTD.

By:

lame: Vlad Coric

Title: Chief Executive Officer

BIOHAVEN LTD.

By.

Name: Vlad Coric

Title: Chief Executive Officer

[Signature Page to Assignment of Trademarks]

Schedule 1 Transferred Trademarks

Mark	Country	Appl. No	Appl. Date	Reg No	Reg Date
BAI AO HAI FEN	CN - (China)	31365008	6/4/2018	31365008	3/7/2019
BIOHAVEN	US - (United	87/329,452	2/8/2017	6,130,617	8/18/2020
	States of				
	America)				
BIOHAVEN	CN - (China)	31365007	6/4/2018	31365007	3/21/2019
BIOHAVEN	AU -	2200090	6/22/2021	1606180	6/22/2021
	(Australia)				
BIOHAVEN	BR - (Brazil)	1606180	6/22/2021		
BIOHAVEN	CA - (Canada)	2,125,313	6/22/2021		
BIOHAVEN	CH -	1606180	6/22/2021	1606180	6/22/2021
	(Switzerland)				
BIOHAVEN	CO -	1606180	6/22/2021		
	(Colombia)				
BIOHAVEN	EM - (EUTM	1606180	6/22/2021	1606180	6/22/2021
	- European				
	Union trade				
	mark)				
BIOHAVEN	GB - (United	1606180	6/22/2021	1606180	6/22/2021
	Kingdom)				
BIOHAVEN	HK - (Hong	305667175	6/24/2021		
	Kong)				
BIOHAVEN	IB -	A0110259	6/22/2021	1606180	6/22/2021
	(International				
	Bureau of the				
	World				
	Intellectual				
	Property				
	Organization				
BIOHAVEN	(WIPO))	342241	(/22/2021		
BIOHAVEN	IL - (Israel)	5078060	6/22/2021		
BIOHAVEN	IN - (India)	1606180	6/22/2021		
BIOHAVEN	IS - (Iceland)		6/22/2021	1606190	(/22/2021
	JP - (Japan)	1606180	6/22/2021	1606180	6/22/2021
BIOHAVEN	KR - (Korea,	1606180	6/22/2021		
BIOHAVEN	Republic of)	1606190	6/22/2021	1606190	6/22/2021
DIOHAVEN	LI - (Liechtenstein)	1606180	6/22/2021	1606180	0/22/2021
BIOHAVEN	MC -	1606180	6/22/2021	1606180	6/22/2021
PIOHAVEN	(Monaco)	1000100	0/22/2021	1000100	0/22/2021
BIOHAVEN	MX -	1606180	6/22/2021	1606180	6/22/2021
DIOHAYLIN	(Mexico)	1000100	0/22/2021	1000100	0/22/2021
BIOHAVEN	NO -	1606180	6/22/2021	1606180	6/22/2021
DIOINIVEN	(Norway)	1000100	0/22/2021	1000100	0/22/2021
	[ (1101 way)				

BIOHAVEN	NZ - (New	1606180	6/22/2021	1185984	6/22/2021
	Zealand)	1000100	0,22,2021	1100501	0,22,2021
BIOHAVEN	PH -	1606180	6/22/2021	1606180	6/22/2021
	(Philippines)	1000100	0,22,2021		0,22,2021
BIOHAVEN	RU - (Russian	1606180	6/22/2021	1606180	6/22/2021
	Federation)				0
BIOHAVEN	SG -	40202118813R	6/22/2021	40202118813R	6/22/2021
	(Singapore)				
BIOHAVEN	TR - (Turkey)	1606180	6/22/2021	1606180	6/22/2021
BIOHAVEN	TW - (Taiwan)	110044158	6/23/2021	02198634	2/1/2022
BIOHAVEN	UA -	1606180	6/22/2021	1606180	6/22/2021
	(Ukraine)				
BIOHAVEN	VN - (Viet	1606180	6/22/2021		
	Nam)				
BIOHAVEN	HK - (Hong	305807232	11/19/2021		
NEUROINNOVATION	Kong)				
BIOHAVEN	IL - (Israel)	351311	4/24/2022		
NEUROINNOVATION	, , ,				
BIOHAVEN	RU - (Russian	2022703084	1/21/2022		
NEUROINNOVATION	Federation)				
BIOHAVEN	SG -	40202201387S	1/20/2022	40202201387S	1/20/2022
NEUROINNOVATION	(Singapore)				
BIOSHIN	US - (United	87/817,056	3/1/2018	6,679,806	3/22/2022
	States of				
	America)		1		
BIOSHIN	CN - (China)	31365006	6/4/2018	31365006	5/14/2020
BIOSHIN	CN - (China)	42519756	11/22/2019	42519756	4/28/2021
BIOSHIN	HK - (Hong	305806783	11/19/2021	305806783	11/19/2021
Diograph: GI:	Kong)				
BIOSHIN in Chinese	CN - (China)	31452288	6/7/2018	31452288	6/21/2020
Characters (Biao Xin) MYHAVEN	US - (United	88/504,722	7/8/2019		
WITHAVEN	States of	00/304,722	1/6/2019		
	America)				
MYHAVEN	IB -	A0093067	1/7/2020	1512509	1/7/2020
IVITII/X V E/IV	(International	A0093001	1///2020	1312309	1/7/2020
	Bureau of the				
	World				
	Intellectual				
	Property				
	Organization				
	(WIPO))				
MYHAVEN	AU -	2066984	1/7/2020	2066984	1/7/2020
	(Australia)				
MYHAVEN	BR - (Brazil)	1512509	1/7/2020		
MYHAVEN	CA - (Canada)	2010329	1/7/2020		
MYHAVEN	EM - (EUTM	1512509	1/7/2020	1512509	1/7/2020
	- European				
	Union trade				
	mark)				
	. ,	•	•	•	•

MYHAVEN	GB - (United Kingdom)	1512509	1/7/2020	1512509	1/7/2020
MYHAVEN	GB - (United Kingdom)	UK00801512509	1/7/2020	UK00801512509	1/7/2020
MYHAVEN	HK - (Hong Kong)	305163002	1/7/2020		
MYHAVEN	IL - (Israel)	1512509	1/7/2020	324859	1/7/2020
MYHAVEN	IN - (India)	1512509	1/7/2020	1512509	1/7/2020
MYHAVEN	JP - (Japan)	1512509	1/7/2020	1512509	1/7/2020
MYHAVEN	KR - (Korea,	1512509	1/7/2020	1512509	1/7/2020
	Republic of)				
MYHAVEN	MX -	1512509	1/7/2020	1512509	1/7/2020
	(Mexico)				
MYHAVEN	PH -	1512509	1/7/2020	1512509	1/7/2020
	(Philippines)				
MYHAVEN	RU - (Russian	1512509	1/7/2020	1512509	1/7/2020
	Federation)				
MYHAVEN	SG -	40202002645V	1/7/2020	40202002645V	1/7/2020
	(Singapore)				
MYHAVEN	ZA - (South	2020/00381	1/7/2020		
	Africa)				
NEUROINNOVATION	US - (United	88/927,513	5/21/2020		
	States of				
	America)				
NEUROINNOVATION	AU -	2147017	11/18/2020	1567616	11/18/2020
	(Australia)				
NEUROINNOVATION	BR - (Brazil)	1567616	11/18/2020	501567616	11/18/2020
NEUROINNOVATION	CA - (Canada)	2,074,569	11/18/2020		
NEUROINNOVATION	CH -	1567616	11/18/2020		
	(Switzerland)				
NEUROINNOVATION	CN - (China)	1567616	11/18/2020	1567616	11/18/2020
NEUROINNOVATION	CO -	1567616	11/18/2020	1567616	11/18/2020
	(Colombia)				
NEUROINNOVATION	EM - (EUTM	1567616	11/18/2020	1567616	11/18/2020
	- European				
	Union trade				
	mark)				
NEUROINNOVATION	GB - (United	1567616	11/18/2020	1567616	11/18/2020
	Kingdom)				
NEUROINNOVATION	HK - (Hong	305453758	11/19/2020		
	Kong)				
NEUROINNOVATION	IB -	A0102317	11/18/2020	1567616	11/18/2020
	(International				
	Bureau of the				
	World				
	Intellectual				
	Property				
	Organization				
VELLO ON DIOXXXXXXXX	(WIPO))	4000505	11/10/5		
NEUROINNOVATION	IN - (India)	4808796	11/18/2020		

NEUROINNOVATION	IS - (Iceland)	1567616	11/18/2020		
NEUROINNOVATION	JP - (Japan)	1567616	11/18/2020	1567616	11/18/2020
NEUROINNOVATION	KR - (Korea,	1567616	11/18/2020	1567616	11/18/2020
	Republic of)				
NEUROINNOVATION	MC -	1567616	11/18/2020	1567616	11/18/2020
	(Monaco)				
NEUROINNOVATION	MX -	1567616	11/18/2020	1567616	11/18/2020
	(Mexico)				
NEUROINNOVATION	MX -	1567616	11/18/2020		
	(Mexico)				
NEUROINNOVATION	NO -	1567616	11/18/2020		
	(Norway)				
NEUROINNOVATION	NZ - (New	1167791	11/18/2020	1567616	11/18/2020
	Zealand)				
NEUROINNOVATION	PH -	1567616	11/18/2020		
	(Philippines)				
NEUROINNOVATION	TR - (Turkey)	1567616	11/18/2020	1567616	11/18/2020
NEUROINNOVATION	ZA - (South	2020/31759	11/17/2020		
	Africa)				
NEUROINNOVATION	ZA - (South	2020/31760	11/17/2020		
	Africa)				

**RECORDED: 11/21/2022**