

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800686

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IDT Biologika GmbH | | 02/28/2023 | Limited Liability Company: GERMANY |
| RECEIVING PARTY DATA | | | |
| Name: | Cerbios-Pharma SA | | |
| Street Address: | Via Figino 6 | | |
| City: | Barbengo/Lugano | | |
| State/Country: | SWITZERLAND | | |
| Postal Code: | 6917 | | |
| Entity Type: | limited company: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5206025 | PROVEO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2026725399 | | |
| <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: | 202-67-5300 | | |
| Email: | IPDocketing@foley.com | | |
| Correspondent Name: | Norm J. Rich | | |
| Address Line 1: | Foley & Lardner LLP | | |
| Address Line 2: | 3000 K Street, N.W., Sixth Floor | | |
| Address Line 4: | Washington, D.C. 20007 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Norm J. Rich | | |
| Address Line 1: | Foley & Lardner LLP | | |
| Address Line 2: | 3000 K Street, N.W., Sixth Floor | | |
| Address Line 4: | Washington, D.C. 20007 | | |
| NAME OF SUBMITTER: | Norm J. Rich | | |
| SIGNATURE: | /Norm J. Rich/ | | |
| DATE SIGNED: | 04/05/2023 | | |

OP \$40.00 5206025

Total Attachments: 4

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Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is entered into as of the 24th February 2023 ("Effective Date") by and between

IDT Biologika GmbH

Am Pharmapark, 06861 Dessau-Roßlau
Germany
(„Assignor“)

and

Cerbios-Pharma SA

Via Figino 6, 6917 Barbengo/Lugano
Switzerland
(„Assignee“).

Hereafter, individually referred to as "Party" and collectively as "Parties".

WHEREAS, the Assignor, Assignee and other entities have cooperated to develop and market unique manufacturing solutions for developers of Antibody Drug Conjugates (the "Project").

WHEREAS, Assignor registered certain trademarks at Assignors costs to be used for the presentation of the Collaboration and the Project.

WHEREAS, Assignor have refrained from the Project.

WHEREAS, Assignee wants to assume the trademarks.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the Parties agree as follows:

Section 1. Mark

The term „Mark“ as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all applicable other rights in all countries and territories worldwide and under any international conventions (hereinafter collectively referred to as "Mark") identified as follows:

a)

Mark Name: Proveo
Registration Number: 302017016849
Date of Application: 20.09.2016
Date of Registration: 05.09.2017
Country of Registration: Germany

b)

Mark Name: Proveo
Registration Number: 711802
Date of Application: 08.05.2017
Date of Registration: 11.01.2018
Country of Registration: Switzerland

c)

Mark Name: Proveo
Registration Number: VR 2018 00520
Date of Application: 20.09.2016
Date of Registration: 06.03.2018
Country of Registration: Denmark

d)

Mark Name: Proveo
Registration Number: 5206025
Date of Application: 21.03.2016
Date of Registration: 16.05.2017
Country of Registration: USA

Section 2. Assignment

Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes all respective Patent and Trademark Offices and all other agencies to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignees use or ownership of the Mark. Assignee shall assume all costs and expensed related to the Assignment.

Section 3. Consideration

Assignee shall reimburse Assignor all costs related to the registration and maintenance of the Marks. The Parties agree on an amount of 15.000 € to be paid by Assignor payable on the Effective Date upon an invoice sent by Assignor.

Section 4. Execution and Delivery

After Assignee pays the amount due, Assignor shall enable the transfer, conveyance, and assignment to Assignee and to confirm Assignees title to the Mark and any and all related trademark registrations and/or registration application rights.

Section 5. Recording of changes

Assignor and Assignee shall work together so that the transfer of the Mark can be registered with the competent trademark office without further delay. This includes, in particular, filling out the application form provided by the competent trademark office, signed by both parties and sent to the competent trademark office along with any additional necessary facilities. In particular, the Assignor undertakes to inform the competent trademark office immediately after receipt of the payment of the Consideration as set under Section 3 in a form accepted by the competent trademark office that it agrees to the transfer of the Mark to the Assignee. The Assignee shall bear all costs of the recording of changes.

Section 6. Representations and Warranties

Assignor represents and warrants that, before filing the word "PROVEO", it has adopted reasonable precautionary measures to avoid any contestations from third parties, namely, but not limited to an identity and similarity trademark search among pending/registered applications and registrations in the territories specified under Section 1 above, as well among domain names and commercial names. Assignor represents and warrants to the Assignee that the Assignor is the legal and rightful owner of the Mark, has good and marketable title and full legal right and authority to sell and transfer the same and that the Mark is free of all liens, claims, and encumbrances. Assignor, however, disclaims any representation, warranty or liability whatsoever with respect to the prior use of the Mark and the corresponding right to continue using the Mark and remaining registered as its owner. It is Assignee's sole responsibility to ensure proper use of the Mark from the Effective Date.

Section 7. Limitation of Liability

Each Party shall be fully liable for intent and gross negligence as well as for damages resulting from injury to life, body or health. In case of ordinary or slight negligence, each Party shall be liable only for breaches of a material contractual obligation and any such liability shall be limited to the amount specified as consideration under Section 3. To the extent permitted by law: (i) no Party shall be liable for any lack of commercial success, lost profits and indirect damages and (ii) liability in accordance with the above clauses shall be limited to the typical, foreseeable damages.

Section 8. Entire Agreement

This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty

Section 9. Modification and Waiver

This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither Party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

Section 10. Severability

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

Section 11. Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Germany. The 1980 U.N. Convention of the International Sale of Goods shall not apply. Each Party consents to the exclusive jurisdiction of the courts located in Dessau-Roßlau, Germany, for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each Party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

IN WHITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

IDT Biologika GmbH

Dessau-Roßlau, 28-Feb-2023

Dr. Jürgen Betzing, CEO

Cerbios-Pharma SA

Barbengo/Lugano,
Denis Angioletti

CCO

Christian Suà

CEO

27 February 2023 | 5:15 PM 28 February 2023 | 1:45 P

DocuSigned by:
Dr. Jürgen Betzing
3006330FB30244D...

DocuSigned by:
Christian Suà
EE7979D96F5
TRADEMARK