

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815171

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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 |
| ONCIMMUNE LIMITED | | 05/15/2023 | Company: ENGLAND AND WALES |
| RECEIVING PARTY DATA | | | |
| Name: | ONCIMMUNE HOLDINGS PLC | | |
| Street Address: | 1 Thane Road | | |
| Internal Address: | Medicity - D6 Building | | |
| City: | Nottingham | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | NG906BH | | |
| Entity Type: | Company: ENGLAND AND WALES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3724376 | ONCIMMUNE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9735972400 | | |
| <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: | 973-597-2500 | | |
| Email: | lstrademark@lowenstein.com | | |
| Correspondent Name: | Jenna-Marie Tracy, Esq. | | |
| Address Line 1: | Lowenstein Sandler LLP | | |
| Address Line 2: | One Lowenstein Drive | | |
| Address Line 4: | Roseland, NEW JERSEY 07068 | | |
| ATTORNEY DOCKET NUMBER: | 32965.22 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Jenna-Marie Tracy, Esq. | | |
| Address Line 1: | Lowenstein Sandler LLP | | |
| Address Line 2: | One Lowenstein Drive | | |
| Address Line 4: | Roseland, NEW JERSEY 07068 | | |
| NAME OF SUBMITTER: | Jenna-Marie Tracy, Esq. | | |

CH \$40.00 3724376

| | |
|---|---------------------|
| SIGNATURE: | /Jenna-Marie Tracy/ |
| DATE SIGNED: | 06/05/2023 |
| Total Attachments: 8 source=Assignment agreement ONC IMMUNE LIMITED to ONC IMMUNE HOLDINGS PLC - T246283GB00 v2 (002) - signed#page1.tif source=Assignment agreement ONC IMMUNE LIMITED to ONC IMMUNE HOLDINGS PLC - T246283GB00 v2 (002) - signed#page2.tif source=Assignment agreement ONC IMMUNE LIMITED to ONC IMMUNE HOLDINGS PLC - T246283GB00 v2 (002) - signed#page3.tif source=Assignment agreement ONC IMMUNE LIMITED to ONC IMMUNE HOLDINGS PLC - T246283GB00 v2 (002) - signed#page4.tif source=Assignment agreement ONC IMMUNE LIMITED to ONC IMMUNE HOLDINGS PLC - T246283GB00 v2 (002) - signed#page5.tif source=Assignment agreement ONC IMMUNE LIMITED to ONC IMMUNE HOLDINGS PLC - T246283GB00 v2 (002) - signed#page6.tif source=Assignment agreement ONC IMMUNE LIMITED to ONC IMMUNE HOLDINGS PLC - T246283GB00 v2 (002) - signed#page7.tif source=Assignment agreement ONC IMMUNE LIMITED to ONC IMMUNE HOLDINGS PLC - T246283GB00 v2 (002) - signed#page8.tif | |

DEED OF ASSIGNMENT

Dated 15th May 2023

Parties

- (1) **ONCIMMUNE LIMITED** a company Incorporated and registered in England and Wales with company number 04606727 whose registered office is at Medicity - D6 Building, 1 Thane Road, Nottingham, United Kingdom, NG90 6BH (**Assignor**)
- (2) **ONCIMMUNE HOLDINGS PLC** a company Incorporated and registered in England and Wales with company number 09818395 whose registered office is at Medicity - D6 Building, 1 Thane Road, Nottingham, United Kingdom, NG90 6BH (**Assignee**)

ASSIGNMENT

1. Trade Marks

In this Assignment **Trade Marks** means:

- (a) the registered trade marks, short particulars of which are set out in Schedule 1.

2. Assignment

Pursuant to an agreement between the Assignor and the Assignee, the Assignor assigns and transfers to the Assignee absolutely all its right, title and interest in and to the Trade Marks, including (without limitation):

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this Assignment (collectively the **Assigned Rights**).

3. Warranties

The Assignor warrants that:

- (a) the Assignor has all requisite power and authority, and has taken all necessary action to enable it, to enter into and perform this Assignment;

- (b) the Assignor is the sole legal and beneficial owner of the Assigned Rights;
- (c) it has not licensed or assigned any of the Assigned Rights; and
- (d) the Assigned Rights are free from any security interest, option, mortgage, charge, lien or other encumbrance.

4. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Assignment including:

- (a) registration of the Assignee as applicant or proprietor, as applicable, of the Trade Marks; and
- (b) assisting the Assignee in obtaining, defending and enforcing the property, rights and interests assigned under this Assignment.


5. Counterparts

- 5.1 This Assignment may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 5.2 Transmission of the executed signature page of a counterpart of this Assignment by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Assignment. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet-ink" hard copy original of their counterpart.

6. Governing law and Jurisdiction

- 6.1 This Assignment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation (a **Dispute**) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.
- 6.2 This Assignment has been executed as a deed and shall be treated as having been delivered on and effective from the last date of execution of it by the parties to this Assignment as set out below.

Schedule 1 Registered Trade Marks

| Territory | Class | Mark | Trademark Image | Official No | Registration Date |
|---------------------|--------------------|---------------------------------------|---|-------------|-------------------|
| Armenia | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Australia | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Belarus | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Canada | 10, 44 | ONC IMMUNE | | TMA883677 | 08-Aug-2014 |
| China | 10 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| China | 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| China | 05, 16, 41 | ONC IMMUNE | | 16254677 | 28-Apr-2016 |
| China | 05, 10, 16, 41, 44 | ONC IMMUNE & Device |  | 16254553 | 28-Apr-2016 |
| China | 16, 41 | ONC IMMUNE in Chinese characters | | 16254349A | 21-Jul-2016 |
| China | 5, 10, 44 | Chinese phonetic translation of "ONC" | | 21862177 | 28-12-2017 |
| Colombia | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Egypt | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| European Union | 10, 44 | ONC IMMUNE | | 007077068 | 26-Mar-2009 |
| European Union | 10, 44 | ONC IMMUNE OCCURRENCE SCORE | | 011402955 | 17-Apr-2013 |
| India | 10, 42 | ONC IMMUNE | | 1764111 | 08-Feb-2011 |
| International (MAP) | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Israel | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Japan | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Kazakhstan | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Kyrgyzstan | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Malaysia | 10 | ONC IMMUNE | | 2017063406 | 25-Jun-2018 |
| Malaysia | 44 | ONC IMMUNE | | 2017063408 | 19-Jun-2018 |
| Mexico | 10 | ONC IMMUNE | | 2015364 | 04-Jun-2009 |
| Mexico | 44 | ONC IMMUNE | | 1903173 | 04-Jun-2009 |
| New Zealand | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| North Korea | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Norway | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Republic of Korea | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Republic of Moldova | 10, 44 | ONC IMMUNE | | 30786 | 16-Mar-2018 |
| Russian Federation | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Singapore | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Switzerland | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Taiwan | 10, 44 | ONC IMMUNE | | 01903024 | 01-Mar-2018 |
| Thailand | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| Türkiye | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |

| Territory | Class | Mark | Trademark Image | Official No | Registration Date |
|--------------------------|--------------|-----------------------------------|------------------------|--------------------|--------------------------|
| Ukraine | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |
| United Kingdom | 10, 44 | ONC IMMUNE | | UK00907077068 | 26-Mar-2009 |
| United Kingdom | 10, 44 | ONC IMMUNE OCCURRENCE SCORE | | UK00911402955 | 17-Apr-2013 |
| United States of America | 10, 44 | ONC IMMUNE | | 3724376 | 15-Dec-2009 |
| Vietnam | 10, 44 | ONC IMMUNE | | 1001337 | 04-Jun-2009 |

Assignor


Executed as a deed
by ONCIMMUNE LIMITED

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acting by

)

Director:


Matthew Hall (May 15, 2023 17:58 GMT+1)

Matthew Hall

Secretary:



Ron Kirschner

Assignee

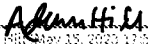
Executed as a deed
by ONCIMMUNE HOLDINGS PLC

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acting by

)

Director:


Adam Hill (May 15, 2023 17:58 GMT+1)

Adam Hill

Secretary:



Ron Kirschner










Assignment agreement ONCIMMUNE LIMITED to ONCIMMUNE HOLDINGS PLC - T246283GB00 v2 (002)

Final Audit Report

2023-05-15

| | |
|-----------------|--|
| Created: | 2023-05-15 |
| By: | Ron Kirschner (ron.kirschner@oncimmune.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAUFTUsq9biDcqAl3Rqyda_GfQt6wTXv0H |

"Assignment agreement ONCIMMUNE LIMITED to ONCIMMUNE HOLDINGS PLC - T246283GB00 v2 (002)" History

-  Document created by Ron Kirschner (ron.kirschner@oncimmune.com)
2023-05-15 - 4:52:15 PM GMT- IP address: 80.169.40.106
-  Document emailed to Adam Hill (adam.hill@oncimmune.com) for signature
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-  Document emailed to Matthew Hall (matthew.hall@oncimmune.com) for signature
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-  Document emailed to Ron Kirschner (ron.kirschner@oncimmune.com) for signature
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-  Document e-signed by Ron Kirschner (ron.kirschner@oncimmune.com)
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2023-05-15 - 4:58:23 PM GMT- IP address: 80.169.40.106
-  Document e-signed by Matthew Hall (matthew.hall@oncimmune.com)
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 Agreement completed.

2023-05-15 - 4:58:33 PM GMT