

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850913

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900800997

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clinigen Healthcare Limited		08/10/2023	Limited Liability Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	CNX Therapeutics Limited
Street Address:	3 Bunhill Row
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC1Y 8YZ
Entity Type:	Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5561522	CARDIOXANE

CORRESPONDENCE DATA

Fax Number: 6124927077

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: 612-492-7000

Email: plarson@fredlaw.com

Correspondent Name: Patricia Larson, Sr. Trademark Paralegal

Address Line 1: Fredrikson & Byron, P.A.

Address Line 2: 60 South Sixth Street, Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
SIGNATURE:	/Patricia A. Larson/
DATE SIGNED:	11/03/2023

Total Attachments: 14

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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The cover sheet of the assignment is displayed below.

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clinigen Healthcare Limited		08/10/2023	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	CNX Therapeutics Limited		
Street Address:	3 Bunhill Row		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC1Y 8YZ		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5561522	CARDIOXANE	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
Phone:	612-492-7000		
Email:	plarson@fredlaw.com		
<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>			
Correspondent Name:	Patricia Larson, Sr. Trademark Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	60 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			
NAME OF SUBMITTER:	Patricia A. Larson		
Signature:	/Patricia A. Larson/		
Date:	09/18/2023		
Total Attachments: 12			
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RECEIPT INFORMATION			
ETAS ID:	TM840046		
Receipt Date:	09/18/2023		
Fee Amount:	\$40		

Dated 10 August 2023

Trade Mark, Copyrights and Design Rights Assignment Deed

between

Clinigen Healthcare Limited
as Assignor

and

CNX Therapeutics Limited
as Assignee

White & Case LLP
5 Old Broad Street
London EC2N 1DW

TRADEMARK
REEL: 008249 FRAME: 0069

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This Deed is made on 10 August 2023

Between:

Parties

- (1) **Clinigen Healthcare Limited**, a limited liability company established under the laws of England and Wales, with registered number 06252720 and whose registered office is at Pitcairn House Crown Square, Centrum 100, Burton On Trent, Staffordshire, DE14 2WW, United Kingdom (the “**Assignor**”); and
- (2) **CNX Therapeutics Limited**, a company incorporated in England and Wales with registered number 03363032 and whose registered office is at 3 Bunhill Row, London, EC1Y 8YZ, United Kingdom (the “**Assignee**”).

Whereas:

- (A) On the date of this Deed, the Assignor and Clinigen Limited (together, the “**Sellers**”) and the Assignee (as purchaser) entered into an Asset Sale and Purchase Agreement, for the sale by the Sellers, and the purchase by the Assignee, of the Business Assets (as defined below) (the “**Asset Sale and Purchase Agreement**”).
- (B) The Business Assets include the CHCL Business Intellectual Property Rights (as defined below).
- (C) Pursuant to the terms of the Asset Sale and Purchase Agreement, the Assignor has agreed to assign all of the Assignor’s right, title and interest in and with respect to the CHCL Business Intellectual Property Rights to the Assignee, and the Assignee has agreed to accept such assignment, on the terms and subject to the conditions of this Deed.
- (D) It is the intention of the Parties that this document be executed as a deed.

Pursuant to, and for the consideration set out in, the Asset Sale and Purchase Agreement, and for and in consideration of the mutual promises and obligations set out in this Deed, **it is agreed:**

1. Definitions and Interpretation

1.1 In this Deed the following expressions have the following meanings:

“**Agents**” means, in relation to a person, that person’s directors, officers, employees, advisers, agents and representatives;

“**Artwork**” means any and all artwork (including Product logos and artwork on packaging) that relates exclusively to any of the Products and has been used exclusively in the operation or conduct of the Business in the three (3) years before the date of the Asset Sale and Purchase Agreement;

“**Asset Sale and Purchase Agreement**” has the meaning given to it in Recital (A);

“**Business Assets**” has the meaning given to it in the Asset Sale and Purchase Agreement;

“**Business Day**” means a day (other than a Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in London, England;

“**CHCL Business Copyrights and Design Rights**” means any copyrights and design rights that (a) are, at the date of this Agreement, owned by the Assignor and (b) subsist in any Artwork;

“**CHCL Business Intellectual Property Rights**” means:

- (a) the CHCL Business Trade Marks; and

(b) the CHCL Business Copyrights and Design Rights.

“**CHCL Business Trade Mark**” means the registered trade mark set forth in Schedule 1 (*Registered Trade Mark*);

“**Group**” has the meaning given to it in the Asset Sale and Purchase Agreement;

“**Party**” means a party to this Deed and “**Parties**” means the parties to this Deed;

“**Products**” has the meaning given to it in the Asset Sale and Purchase Agreement;

“**Related Person**” has the meaning given in Clause 6.5;

“**Relevant Party’s Group**” means, in relation to a Party, that Party’s Group;

“**Sellers**” has the meaning given to it in Recital (A); and

“**Transaction Documents**” has the meaning given to it in the Asset Sale and Purchase Agreement.

- 1.2 Any reference to “**writing**” or “**written**” means any method of reproducing words in a legible and non-transitory form (excluding, for the avoidance of doubt, email).
- 1.3 References to “**include**” or “**including**” are to be construed without limitation.
- 1.4 References to a “**company**” include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.5 References to a “**person**” include any individual, company, partnership, joint venture, firm, association, trust, governmental or regulatory authority or other body or entity (whether or not having separate legal personality).
- 1.6 The expressions “**body corporate**”, “**holding company**”, “**parent undertaking**”, “**subsidiary**” and “**subsidiary undertaking**” shall have the meaning given in the Companies Act.
- 1.7 The table of contents and headings are inserted for convenience only and do not affect the construction of this Deed.
- 1.8 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.
- 1.9 References to Clauses, paragraphs and the Schedule are to clauses and paragraphs of, and the schedule to, this Deed. The Schedule forms part of this Deed.
- 1.10 A person shall be deemed to be affiliated with another if such person is connected with the other within the meaning of s.1122 of the Corporation Tax Act 2010.
- 1.11 References to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Deed) and include any subordinate legislation made under the relevant statute or statutory provision except to the extent that any amendment, consolidation or replacement would increase or extend the liability of the Assignor under this Deed.
- 1.12 References to any English legal term for any action, remedy, method of financial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term.
- 1.13 This Deed shall be binding on and be for the benefit of the successors of the Parties.

2. Assignment

The Assignor hereby absolutely and irrevocably assigns to the Assignee, and the Assignee hereby accepts the assignment of, all of the Assignor's right, title and interest in and with respect to the CHCL Business Intellectual Property Rights, together with the goodwill of the business to the extent relating to the goods or services with respect to which the CHCL Business Trade Mark has been registered or used, and including all statutory and common law rights attaching to the CHCL Business Intellectual Property Rights and any and all rights arising from ownership of the CHCL Business Intellectual Property Rights, including all rights to bring, make, oppose, defend and appeal proceedings, claims or actions with respect to any of the foregoing and obtain relief (and to recover and retain any damages or accounts of profits) in respect of any infringement, dilution, misappropriation, violation, or misuse, or any other cause of action (including passing off) arising from ownership, of the CHCL Business Intellectual Property Rights, whether occurring before, on, or after the date of this Deed.

3. Recordal of the Assignment

Except to the extent prohibited or required otherwise by applicable law, and subject to Clause 4, (a) the Assignee shall be solely responsible, at its own cost and expense, for all recordals of the assignment of the CHCL Business Trade Mark made under this Deed, including all filings and other actions required to make such recordals, and all costs and expenses incurred in connection therewith, including filing and local counsel fees, and (b) the Assignor shall, at the Assignee's written request and expense, do, execute and deliver (or procure to be done, executed and delivered) all such further acts, documents and things reasonably required by the Assignee in order to assist the Assignee with the recordal of the assignment of the CHCL Business Trade Mark made under this Deed.

4. Further Assurance

Without prejudice to the terms of the Asset Sale and Purchase Agreement, and except as set forth otherwise in Clause 3 with respect to the recordal of the assignment of the CHCL Business Trade Mark under this Deed, the Assignor and the Assignee respectively shall from time to time and at their own cost do, execute and deliver or procure to be done, executed and delivered all such further acts, documents, information and things required by law or otherwise, and in a form satisfactory to the other, in order to give full effect to this Deed.

5. Representations and Warranties

Without prejudice to the express warranties, representations and conditions in the Asset Sale and Purchase Agreement with respect to the CHCL Business Intellectual Property Rights, all warranties, representations or conditions implied by statute or at common law, on the basis of usage, custom or the Parties' previous course of dealings, in fact or otherwise, are hereby excluded to the fullest extent permitted by applicable law.

6. Entire Agreement

- 6.1 This Deed, together with the other Transaction Documents, constitutes the whole agreement between the Parties and supersede any previous arrangements or agreements between them relating to the sale, purchase and assignment of the CHCL Business Intellectual Property Rights.
- 6.2 The Parties acknowledge that any warranties and representations in relation to the CHCL Business Intellectual Property Rights are set out in the Asset Sale and Purchase Agreement. Without prejudice to any other rights or remedies that each Party may have under

the other Transaction Documents, each Party confirms that it has not entered into this Deed on the basis of any representation, warranty, undertaking or other statement whatsoever by the other Party or any of the Related Persons of the other Party which is not expressly incorporated into this Deed and that, to the extent permitted by law, a Party shall have no right or remedy in relation to action taken in connection with this Deed other than pursuant to this Deed and each Party waives all and any other rights or remedies.

- 6.3 Without prejudice to any other rights or remedies that a Party may have under the other Transaction Documents, a Party's only right or remedy in respect of any provision of this Deed shall be for breach of this Deed, and no party shall have any right or remedy under or in connection with this Deed in respect of misrepresentation (whether negligent or innocent and whether made before or in this Deed) and each Party waives all and any rights or remedies under or in connection with this Deed in respect of misrepresentation which it may have in relation to any matter to the fullest extent permitted by law.
- 6.4 Save for any claim under or for breach of this Deed or any claim made in accordance with the terms of the other Transaction Documents, no Party nor any of its Related Persons shall have any right or remedy, or make any claim, against the other Party nor any of its Related Persons in connection with the sale, purchase and assignment of the Assignor's right, title and interest in and with respect to the CHCL Business Intellectual Property Rights.
- 6.5 In this Clause 6, "**Related Persons**" means, in relation to a Party, members of the Relevant Party's Group and the Agents of that Party and of members of the Relevant Party's Group.
- 6.6 Nothing in this Clause 6 shall operate to limit or exclude any liability for fraud.

7. Severance and Validity

If any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it shall be deemed to be severed from this Deed. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.

8. Variations

No variation or restatement of this Deed shall be effective unless in writing and signed by or on behalf of each of the Parties.

9. Remedies and Waivers

- 9.1 No waiver of any right under this Deed shall be effective unless in writing. Unless expressly stated otherwise a waiver shall be effective only in the circumstances for which it is given.
- 9.2 No delay or omission by any Party in exercising any right or remedy provided by law or under this Deed shall constitute a waiver of such right or remedy.
- 9.3 The single or partial exercise of a right or remedy under this Deed shall not preclude any other nor restrict any further exercise of any such right or remedy.
- 9.4 The rights and remedies provided in this Deed are cumulative and do not exclude any rights or remedies provided by law except as otherwise expressly provided.

10. Third Party Rights

- 10.1 Save as expressly provided in Clause 10.2, a person who is not a Party or its successor or permitted assignee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Deed.
- 10.2 Clause 6 (*Entire Agreement*) is intended to benefit a Party's Related Persons, and each such Clause shall be enforceable by any of them under the Contracts (Rights of Third Parties) Act 1999, subject to the other terms and conditions of this Deed.
- 10.3 The Parties may amend or vary this Deed in accordance with its terms without the consent of any other person.

11. Costs and Expenses

Except as provided otherwise, each Party shall pay its own costs and expenses in connection with the negotiation, preparation and performance of this Deed.

12. Notices

- 12.1 Any notice or other communication in connection with this Deed (each, a "Notice") shall be:
- (a) in writing;
 - (b) in English; and
 - (c) delivered by hand, pre-paid recorded delivery, pre-paid special delivery or courier using an internationally recognized courier company, or email.
- 12.2 A Notice shall be effective upon receipt and shall be deemed to have been received:
- (a) 9.00 am on the second Business Day after posting, if sent by pre-paid post, or at the time recorded by the delivery service if sent by recorded delivery;
 - (b) at the time of delivery, if delivered by hand or courier; or
 - (c) at time of sending, if sent by email, except that receipt shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipient,

provided that if deemed receipt of any Notice occurs after 6.00 pm or is not on a Business Day, deemed receipt of the Notice shall be 9.00 am on the next Business Day. References to time in this Clause 12.2 are to local time in the country of the addressee.

- 12.3 The addresses for service of Notice are:

- (a) Assignor:
 - Name: Clinigen Healthcare Limited
 - Address: Pitcairn House Crown Square, Centrum 100
Burton On Trent
Staffordshire
DE14 2WW
United Kingdom
 - Attention: Head of Legal
 - Email: legalandcontracts@clinigengroup.com;

with a copy (which shall not constitute Notice) to:

Name: White & Case LLP
Address: 5 Old Broad Street
London
EC2N 1DW
United Kingdom
Attention: Lucy Bullock, Michael Weir and Ben von Maur
Email: lucy.bullock@whitecase.com;
mike.weir@whitecase.com;
ben.vonmaur@whitecase.com; and

(b) Assignee:

Name: CNX Therapeutics Limited
Address: LABS House
15-19 Bloomsbury Way
London
WC1A 2TH
United Kingdom
Attention: Sarah Morbey, Ben Moore, Guy Clarke
Email: sarah.morbey@cnx-therapeutics.com;
ben.moore@cnx-therapeutics.com;
guy.clark@cnx-therapeutics.com;

with a copy (which shall not constitute Notice) to:

Name: Trowers and Hamlins LLP
Address: 3 Bunhill Row
London
EC1Y 8YZ
United Kingdom
Attention: Mark Churchman, Rachael Hershman, Adrian Moss
Email: mchurchman@trowers.com;
rhershman@trowers.com
amos@trowers.com;

- 12.4 A Party shall notify the other Party of any change to its details in Clause 12.3 in accordance with the provisions of this Clause 12, provided that such notification shall only be effective on the later of the date specified in the notification and five (5) Business Days after deemed receipt.

13. Counterparts

This Deed may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Deed by electronic imaging means shall be effective as delivery of a manually executed counterpart of this Deed.

14. Governing Law and Jurisdiction

- 14.1 This Deed and any dispute, claim or non-contractual obligations arising out of or in connection with this Deed is governed by and shall be construed in accordance with English law.
- 14.2 The Parties agree that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings arising out of or in connection with this Deed

(including any non-contractual obligations arising out of or in connection with this Deed) and, for such purposes, irrevocably submit to the jurisdiction of such courts.

This document has been executed as a deed and is delivered and takes effect on the date first above written.

Schedule 1 Registered Trade Mark

No.	Mark	Territory	Class	Legal Status	Application Number	Application Date	Registration Number	Registration Date	Renewal Date
1.	Cardioxane	United States	05	Registered	86969771	08-Apr-2016	5561522	11-Sep-2018	11-Sep-2028

[Catalyst - Schedule to Trade Mark, Copyrights and Design Rights Assignment Deed - Clingen Healthcare Limited / CNX Therapeutics Limited]

EXECUTED as a deed by **CLINIGEN HEALTHCARE LIMITED**,
acting by Richard Paling, a director,
in the presence of:

} DocuSigned by:
Richard Paling
... 2187A10F159*4B1...
Director

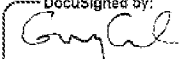
Witness's Signature .. DocuSigned by:
Richard Adair
... 1D0BF6A4E102452...

Name: Richard Adair

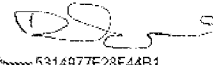
Address: Idis House, Churchfield Road, Weybridge, Surrey, KT13 8DB

Occupation: Head of Legal

EXECUTED as a deed by **CNX THERAPEUTICS LIMITED**,
acting by Guy Clark, a director,
in the presence of:

DocuSigned by:

C235E7485B464B1...

}
Director

DocuSigned by:

5314977F23F44B1...

Witness's Signature

Name: Renatta Tomkinson

Address: 11 Tissimans Court, Basbow Lane, Bishops Stortford, CM23 2TW

Occupation: Solicitor