

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/26/2023
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sumitovant Biopharma, Inc.		06/26/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Sunovion Pharmaceuticals, Inc.
Street Address:	84 Waterford Drive
City:	Marlborough
State/Country:	MASSACHUSETTS
Postal Code:	01752
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6083085	DRUGOME

CORRESPONDENCE DATA

Fax Number: 2024084400
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: 202-408-4000
Email: docketing@finnegan.com
Correspondent Name: B. Brett Heavner
Address Line 1: 901 New York Avenue, NW
Address Line 4: Washington, D.C. 20001

NAME OF SUBMITTER:	B. Brett Heavner
SIGNATURE:	/B. Brett Heavner/
DATE SIGNED:	01/19/2024

Total Attachments: 15

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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"SUMITOVANT BIOPHARMA, INC.", A DELAWARE CORPORATION, WITH AND INTO "SUNOVION PHARMACEUTICALS INC." UNDER THE NAME OF "SUNOVION PHARMACEUTICALS INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 2023, AT 2:04 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF JULY, A.D. 2023 AT 12:40 O`CLOCK A.M.



A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

2026900 8100M
SR# 20232852431

Authentication: 203623703
Date: 06-26-23

You may verify this certificate online at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 008321 FRAME: 0855

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

SUMITOVANT BIOPHARMA, INC.

WITH AND INTO

SUNOVION PHARMACEUTICALS INC.

June 26, 2023

Pursuant to Section 253 of the General Corporation Law of the State of Delaware, as amended (the “DGCL”), Sunovion Pharmaceuticals Inc., a Delaware corporation (the “Corporation”), does hereby certify that:

1. The Corporation was duly incorporated pursuant to the provisions of the DGCL on the 27th day of January, 1984.

2. The Corporation owns all of the outstanding shares of the sole class of capital stock of Sumitovant Biopharma, Inc., a Delaware corporation (the “Subsidiary”), which was duly incorporated pursuant to the provisions of the DGCL on the 28th day of October, 2019.

3. The board of directors of the Corporation (the “Board”), by the resolutions attached hereto as Exhibit A (the “Merger Resolutions”), duly adopted by unanimous written consent of the Board pursuant to Section 141(f) of the DGCL, dated June 12, 2023, determined to merge the Subsidiary with and into the Corporation pursuant to Section 253 of the DGCL (the “Merger”), with the Corporation continuing as the surviving corporation (the “Surviving Corporation”).


4. The certificate of incorporation of the Corporation, as in effect immediately prior to the Merger, shall be the certificate of incorporation of the Surviving Corporation immediately following the Merger.

5. The Merger shall become effective at 12:40 AM New York City time on July 1, 2023.

[Signature page follows]

IN WITNESS WHEREOF, the Corporation has caused this certificate of ownership and merger to be executed, acknowledged and filed as of the date first written above.

SUNOVION PHARMACEUTICALS INC.

By: 

Gregory Bokar (Jun 2, 2023 14:02 EDT)

Name: Gregory Bokar
Title: Corporate Secretary

EXHIBIT A
MERGER RESOLUTIONS

(see attached)

SUNOVION PHARMACEUTICALS INC.

Consent in Lieu of Meeting of Board of Directors

June 12, 2023

The undersigned, being all of the members of the Board of Directors (the “**Board**”) of Sunovion Pharmaceuticals Inc., a Delaware corporation (the “**Company**”), hereby unanimously consent to and adopt, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware (the “**DGCL**”), the following resolutions by their unanimous written consent in lieu of a meeting of the Board:

Approval of the SBI Merger Agreement and the SBI Merger

WHEREAS, following the SMPAH Contribution, the Company will own all of the issued and outstanding shares of each class of capital stock of SBI;

WHEREAS, it is deemed advisable and in the best interest of the Company that, following the SMPAH Contribution, SBI merge with and into the Company, with the Company as the surviving corporation; and

WHEREAS, the Company and SBI desire to enter into an agreement and plan of merger in the form attached hereto as Exhibit A (the “**SBI Merger Agreement**”), pursuant to which SBI will merge with and into the Company, with the Company continuing as the surviving corporation.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the SBI Merger Agreement, at the Effective Time (as defined in the SBI Merger Agreement), SBI shall merge with and into the Company pursuant to Section 253 of the Delaware General Corporation Law (the “**SBI Merger**”), so that the separate existence of SBI shall cease and the Company shall continue as the surviving corporation;

FURTHER RESOLVED, that the Board authorizes and approves the SBI Merger Agreement, the SBI Merger and the other transactions contemplated by the SBI Merger Agreement; and

FURTHER RESOLVED, that the Certificate of Incorporation of the Company, as in effect immediately prior to the SBI Merger, shall be the Certificate of Incorporation of the Company as the surviving corporation.

General Authorization


FURTHER RESOLVED, that the officers of the Company are authorized on behalf of the Company to take any and all actions, to execute and deliver any and all documents, agreements and instruments and to take any and all steps deemed by any such officer to be necessary or desirable to carry out the purpose and intent of the foregoing resolutions, and all actions heretofore taken by any of them in furtherance thereof are hereby ratified and confirmed in all respects.

* * *

The action taken by this consent shall have the same force and effect as if taken at a meeting of the Board, duly called and constituted pursuant to the DGCL. This consent may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.



Hiroyuki Baba (Jun 3, 2023 06:42 GMT+9)

Hiroyuki Baba

Toru Kimura

Yumi Sato

Antony Loebel

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.

Hiroyuki Baba

Toru Kimura

Toru Kimura (Jun 9, 2023 09:25 GMT+9)

Toru Kimura

Yumi Sato

Antony Loebel

*[Signature Page -- Compass -- Steps 6.C, 7.B, 11.B, 12.B and 13.B --
Board Resolutions (Sunovion)]*

TRADEMARK
REEL: 008321 FRAME: 0862

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.

Hiroyuki Baba

Toru Kimura

Yumi Sato

Yumi Sato (Jun 3, 2023 03:23 GMT+9)

Yumi Sato


Antony Loebel

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.

Hiroyuki Baba

Toru Kimura

Yumi Sato



Antony Loebel (Jun 3, 2023 16:07 GMT+2)

Antony Loebel

Exhibit A

SBI Merger Agreement

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this “**Agreement**”), dated as of June 26, 2023, is entered into by and between Sumitovant Biopharma, Inc., a Delaware corporation (“**SBI**”) with an address of 151 West 42nd Street, 15th Floor, New York, NY 10036, and Sunovion Pharmaceuticals Inc., a Delaware corporation (“**Sunovion**”) with an address of 84 Waterford Drive, Marlborough, MA 01752.

WITNESSETH:

WHEREAS, the parties intend that, on the terms and subject to the conditions set forth in this Agreement, SBI shall merge with and into Sunovion, with Sunovion as the surviving entity of such merger (the “**Merger**”), pursuant to the provisions of the General Corporation Law of the State of Delaware, as amended (the “**DGCL**”); and

WHEREAS, the board of directors of Sunovion, the sole shareholder of all of the outstanding shares of common stock of SBI, par value \$0.01 per share, has approved this Agreement and the Merger and the other transactions contemplated hereby.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

THE MERGER; EFFECTIVE TIME

1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined below), (a) SBI shall be merged with and into Sunovion in accordance with the DGCL and the separate corporate existence of SBI shall thereupon cease, (b) Sunovion shall be the surviving corporation in the Merger (the “**Surviving Company**”) and the separate corporate existence of Sunovion with all of its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger as provided in the DGCL and (c) the Merger shall have such other effects as provided in the DGCL.

1.2 Effective Time. Sunovion shall cause a certificate of ownership and merger (the “**Certificate of Ownership and Merger**”) to be executed, acknowledged and filed with the Secretary of State of the State of Delaware in accordance with the relevant provisions of the DGCL. The Merger shall be effective at 12:40 AM New York City time on July 1, 2023, provided that the Certificate of Ownership and Merger has been duly filed with, and accepted by, the Secretary of State of the State of Delaware (such date and time, the “**Effective Time**”).

1.3 Governing Documents. At the Effective Time, the certificate of incorporation (the “**Charter**”) and bylaws (the “**Bylaws**”) of Sunovion as in effect immediately prior to the Effective Time shall be the Charter and Bylaws of the Surviving Company and shall continue in full force

and effect until thereafter duly changed, altered or amended as provided therein or by applicable law.

1.4 Treatment of SBI Shares. At the Effective Time, all of the issued and outstanding shares of common stock of SBI, par value \$0.01 per share, shall no longer be outstanding and shall automatically be cancelled and retired and cease to exist.

1.5 Directors and Officers. The directors and officers of Sunovion immediately prior to the Effective Time shall be the directors and officers of the Surviving Company. Such directors and officers shall serve in such capacities until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter, the Bylaws or applicable law.

1.6 Employee Matters. At the Effective Time, Sunovion shall succeed to all obligations and liabilities of SBI in respect of immigration matters for employees of SBI continuing with Sunovion (the “**Continuing Employees**”) pursuant to the Merger in accordance with the relevant provisions of the DGCL and the Continuing Employees shall be transferred to the payroll of Sunovion.

1.7 Tax Treatment. SBI and Sunovion intend that, for U.S. federal income tax purposes, the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, and this Agreement constitute and be adopted as a “plan of reorganization” within the meaning of Treasury Regulations §§ 1.368-2(g) and 1.368-3(a).

ARTICLE II

GENERAL PROVISIONS

2.1 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

2.2 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

2.3 Further Assurances. Upon the terms and subject to the conditions of this Agreement, each of the parties agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the Merger and the other transactions contemplated by this Agreement.

2.4 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of a counterpart hereof by email attachment shall be an effective mode of delivery.

2.5 Governing Law. This Agreement shall be enforced, governed, and construed in all respects in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

2.6 Headings. The article and section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

2.7 Jurisdiction; Waiver of Jury Trial. Except as otherwise expressly provided in this Agreement, the parties hereto agree that any action, suit, or proceeding seeking to enforce any provision of, or based on any matter arising out of or relating to, this Agreement, the Merger or the other transactions contemplated hereby can only be brought in the Delaware Court of Chancery, or, if such court does not have jurisdiction, in the Delaware Superior Court (Complex Commercial Division), or, if the federal courts have exclusive jurisdiction over the subject matter of the action, suit, or proceeding, in the U.S. District Court for the District of Delaware, and each of the parties hereto hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, suit, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit, or proceeding in any such court or that any such action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on a party anywhere in the world, whether within or without the jurisdiction of any such court. Each of the parties hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement, the Merger or the other transactions contemplated hereby.

2.8 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other governmental authorities to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the contemplated transaction is not affected in any manner materially adverse to a party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement, as applicable, so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the contemplated transaction, as applicable, be consummated as originally contemplated to the fullest extent possible.

2.9 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against a party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

SUNOVION PHARMACEUTICALS INC.

By: _____
Name:
Title:

SUMITOVANT BIOPHARMA, INC.

By: _____
Name: Tara Soni
Title: General Counsel and Chief
Compliance Officer