

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM873196

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 Holdings Limited		05/08/2023	Limited Liability Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Clinigen SP Limited		
Street Address:	Centrum 100, Burton On Trent		
Internal Address:	Pitcairn House, Crown Square		
City:	Staffordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	DE14 2WW		
Entity Type:	Limited Liability Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1369770	PROLEUKIN	
Registration Number:	4761828	PROLEUKIN	
CORRESPONDENCE DATA			
Fax Number:	4154421001		
<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:	4154421301		
Email:	carla.oakley@morganlewis.com		
Correspondent Name:	Carla B. Oakley		
Address Line 1:	One Market, Spear Street Tower		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Carla B. Oakley		
SIGNATURE:	/Carla B. Oakley/		
DATE SIGNED:	02/01/2024		
Total Attachments: 14			
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Dated 8 MAY 2023 at 16:50 (UK)

Intellectual Property Rights Sale, Purchase and Assignment Agreement

‘PROLEUKIN’

between

Clinigen Holdings Limited
as Assignor

and

Clinigen SP Limited
as Assignee

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This Agreement is made on 8 MAY 2023 at 16:50 (UK)

Between:

Parties

- (1) **Clinigen Holdings Limited**, a limited liability company established under the laws of England and Wales, with registered number 10618229 and whose registered office is at Pitcairn House Crown Square, Centrum 100, Burton On Trent, Staffordshire, DE14 2WW, United Kingdom (the “**Assignor**”); and
- (2) **Clinigen SP Limited**, a limited liability company established under the laws of England and Wales, with registered number 08588212 and whose registered office is at Pitcairn House Crown Square, Centrum 100, Burton On Trent, Staffordshire, DE14 2WW, United Kingdom (the “**Assignee**”).

Whereas:

- (A) At the date of this Agreement, the Assignor and the Assignee are affiliated.
- (B) The Assignor has agreed to sell and assign, and the Assignee has agreed to purchase and accept the assignment of, the Business Intellectual Property Rights (as defined below) on the terms and subject to the conditions of this Agreement.

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

1. Interpretation

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

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

“**Assignee’s Group**” means the Assignee, its subsidiaries and subsidiary undertakings, any holding company or parent undertaking of the Assignee and all other subsidiaries and subsidiary undertakings of any such holding company or parent undertaking as the case may be from time to time (other than the Assignor);

“**Assignor’s Group**” means the Assignor, its subsidiaries and subsidiary undertakings, any holding company or parent undertaking of the Assignor and all other subsidiaries and subsidiary undertakings of any such holding company or parent undertaking as the case may be from time to time (other than the Assignee);

“**Assignor’s Solicitors**” means White & Case LLP of 5 Old Broad Street, London, EC2N 1DW, United Kingdom;

“**Business**” means the trade comprising the generating of income from ‘Proleukin’ intellectual property rights and the undertaking of an active role in the development, maintenance and exploitation of those rights and certain associated contracts / support activities;

“**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;

“**Business Intellectual Property Rights**” means (a) the Trade Marks; and (b) the Copyrights, including all statutory and common law rights attaching to the Trade Marks and Copyrights and any and all rights arising from ownership of the Trade Marks and Copyrights, 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 any of the Trade Marks and Copyrights, whether occurring before, on, or after the date of this Agreement;

“**Consideration**” means the consideration payable for the Business Intellectual Property Rights set out in Clause 3.1;

“**Copyrights**” means any copyrights that are, at the date of this Agreement, owned by the Assignor and subsisting in any Works;

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

“**Related Person**” has the meaning given in Clause 8.5;

“**Relevant Party’s Group**” means, in relation to a Party, that Party’s subsidiaries and subsidiary undertakings, any holding company or parent undertaking of that Party and all other subsidiaries and subsidiary undertakings of any such holding company or parent undertaking as the case may be from time to time;

“**Tax**” means, whether disputed or not, all forms of taxation and statutory and governmental, state, provincial, local governmental or municipal charges, duties, contributions and levies, withholdings and deductions, in each case whether of the United Kingdom or elsewhere and whenever imposed and all related penalties, charges, costs and interest;

“**Trade Marks**” means the registered trade marks set forth in **Schedule 1** (*Registered Trade Marks*), together with the goodwill of the business to the extent relating to the goods or services with respect to which these registered trade marks have been registered or used;

“**VAT**” means:

- (a) value added tax as imposed by the Value Added Tax Act 1994;
- (b) any Tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);
- (c) any tax computed or charged by reference to use, consumption of goods and services, value added, turnover, sales, use or distribution; and
- (d) any corresponding Tax or Tax of a similar nature to such Tax referred to in (a), (b) or (c) above; and

“**Works**” means any works of authorship that are necessary for the operation or conduct of the Business and that have been used solely in the operation or conduct of the Business before the date of this Agreement, but excluding in each case any and all Software and databases.

- 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 Agreement.
- 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 Schedules are to clauses and paragraphs of, and schedules to, this Agreement. The Schedules form part of this Agreement.
- 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 Agreement) 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 Agreement.
- 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 Agreement shall be binding on and be for the benefit of the successors of the Parties.

2. Sale, Purchase and Assignment

The Assignor hereby sells and absolutely and irrevocably assigns, to the Assignee, and the Assignee hereby purchases and accepts the assignment of, all of the Assignor’s right, title and interest in and with respect to the Business Intellectual Property Rights.

3. Consideration

- 3.1 The consideration for the sale of the Business Intellectual Property Rights shall be the net book value of the Business Intellectual Property Rights in the Assignor’s accounts.
- 3.2 The Consideration shall be treated in the books and accounts of the Assignor and the Assignee as an outstanding intercompany balance owed by the Assignee to the Assignor, repayable on demand.

4. VAT

The Assignor and the Assignee acknowledge that the sale of the Business Intellectual Property Rights is for VAT purposes treated as a transfer within a VAT group for the purposes of section 43A Value Added Tax Act 1994, so that the sale is treated for VAT purposes as neither a supply of goods nor a supply of services.

5. Recordal of the Assignments

Except to the extent prohibited or required otherwise by applicable law, (a) the Assignee shall be solely responsible, at its own cost and expense, for all recordals of the assignments of the Business Intellectual Property Rights made under this Agreement, 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 assignments of the Business Intellectual Property Rights made under this Agreement.

6. Warranties

6.1 The Assignor warrants to the Assignee that each of the following warranties in this Clause 6.1 is true and accurate in all material respects as at the date of this Agreement:

- (a) The Assignor is a company duly incorporated and validly existing under the laws of England.
- (b) The Assignor has the necessary power and authority to enter into and perform this Agreement.
- (c) The execution and delivery by the Assignor of this Agreement and the performance by the Assignor of its obligations under this Agreement will not require it to obtain any consent, waiver or approval of, or give any notice to or make any registration or filing with, any governmental or regulatory authority which has not been obtained or made at the date of this Agreement on a basis both unconditional and which cannot be revoked.
- (d) The Assignor is not insolvent or unable to pay its debts within the meaning of the Insolvency Act 1986 (or under the insolvency laws of any applicable jurisdiction) nor has it stopped paying debts as they fall due. No moratorium has been obtained nor order been made, petition presented or resolution passed for the winding up of the Assignor. No administrator nor any receiver, monitor or manager has been appointed by any person in respect of the Assignor or all or any of the Business Intellectual Property Rights and, so far as the Assignor is aware, no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed. The Assignor has not become subject to any analogous proceedings, appointments or arrangements under the laws of any applicable jurisdiction.

6.2 The Assignee warrants to the Assignor that each of the following warranties in this Clause 6.2 is true and accurate in all material respects as at the date of this Agreement:

- (a) The Assignee is a company duly incorporated and validly existing under the laws of England.
- (b) The Assignee has the necessary power and authority to enter into and perform this Agreement.
- (c) The execution, delivery and performance by the Assignee of this Agreement will not result in a breach of (i) any provision of the articles of association of the Assignee; or (ii) any order, judgment or decree of any court or governmental authority by which the Assignee is bound.
- (d) The Assignee is not nor will it be required to give any notice to nor make any filing with or obtain any permit, consent, waiver, or other authorisation from any governmental or regulatory authority in connection with the execution, delivery and performance of this Agreement.
- (e) No moratorium has been obtained nor has any order been made, petition presented or resolution passed for the winding up of the Assignee. No administrator nor any

receiver or manager has been appointed by any person in respect of the Assignee or all or any of its assets and no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed. The Assignee has not become subject to any analogous proceedings, appointments or arrangements under the laws of any applicable jurisdiction.

- 6.3 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.

7. Further Assurance

Except as set forth otherwise in Clause 5 with respect to the recordal of the assignments of the Business Intellectual Property Rights under this Agreement, 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 Agreement.

8. Entire Agreement

- 8.1 This Agreement 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 Business Intellectual Property Rights.
- 8.2 Each Party confirms that it has not entered into this Agreement 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 Agreement 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 Agreement other than pursuant to this Agreement and each Party waives all and any other rights or remedies.
- 8.3 A Party's only right or remedy in respect of any provision of this Agreement shall be for breach of this Agreement, and no party shall have any right or remedy in respect of misrepresentation (whether negligent or innocent and whether made before or in this Agreement) and each Party waives all and any rights or remedies in respect of misrepresentation which it may have in relation to any matter to the fullest extent permitted by law.
- 8.4 Save for any claim under or for breach of this Agreement, 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 Business Intellectual Property Rights.
- 8.5 In this Clause 8, "**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.
- 8.6 Nothing in this Clause 8 shall operate to limit or exclude any liability for fraud.

9. Severance and Validity

If any provision of this Agreement 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 Agreement. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.

10. Variations

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

11. Remedies and Waivers

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

12. Third Party Rights

- 12.1 Save as expressly provided in Clause 12.3, 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 Agreement.
- 12.2 Clause 8 (*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 Agreement.
- 12.3 The Parties may amend or vary this Agreement in accordance with its terms without the consent of any other person.

13. Payments

- 13.1 Any amount payable by the Assignor to, or at the direction of, the Assignee under this Agreement shall, so far as possible, be deemed to be a reduction of the Consideration.
- 13.2 Any payment payable by the Assignor to the Assignee or by the Assignee to the Assignor under this Agreement shall be made in full without set-off or counterclaim and free from any deduction or withholding whatsoever, except as required by law.

14. 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 Agreement.

15. Notices

- 15.1 Any notice or other communication in connection with this Agreement (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.

15.2 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, provided 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 15.2 are to local time in the country of the addressee.

15.3 The addresses for service of Notice are:

- (a) Assignor:

Name: Clinigen Holdings 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: Clinigen SP Limited
Address: Pitcairn House Crown Square, Centrum 100
Burton On Trent
Staffordshire
DE14 2WW
United Kingdom
Attention: Head of Legal
Email: legalandcontracts@clinigengroup.com.

15.4 A Party shall notify the other Party of any change to its details in Clause 15.3 in accordance with the provisions of this Clause 15, 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.

16. Counterparts

This Agreement 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 Agreement, but all the counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

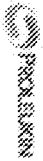
17. Governing Law and Jurisdiction

- 17.1 This Agreement and any dispute, claim or non-contractual obligations arising out of or in connection with this Agreement is governed by and shall be construed in accordance with English law.
- 17.2 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 Agreement (including any non-contractual obligations arising out of or in connection with this Agreement) and, for such purposes, irrevocably submit to the jurisdiction of such courts.

This Agreement has been entered into by the Parties on the date first above written.

No.	Mark	Country	Class	Legal Status	Application Number	Application Date	Registration Number	Registration Date	Renewal Date
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■	■	■	■	■	■	■	■	■	■
■	■	■	■	■	■	■	■	■	■
■	■	■	■	■	■	■	■	■	■
■	■	■	■	■	■	■	■	■	■
■	■	■	■	■	■	■	■	■	■
102.	Proleukin	United States	5	Registered & Dec. of Incontestability filed		25-Feb-1985	1369770	12-Nov-1985	12-Nov-2025

[01. Proleukin Reorganization - Schedule to IPR Sale, Purchase and Assignment Agreement - Proleukin - Clinigen Holdings Limited / Clinigen SP Limited]

No.	Mark	Country	Class	Legal Status	Application Number	Application Date	Registration Number	Registration Date	Renewal Date
103.		United States	5	Registered & Dec. of Incontestability filed		08-Jul-2014	4761828	23-Jun-2015	23-Jun-2025
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

EXECUTED as an agreement for and on
behalf of **CLINIGEN HOLDINGS**
LIMITED



DocuSigned by:
Richard Paling
2197A10F15914B1.....

Name:

Title:

EXECUTED as an agreement for and on
behalf of **CLINIGEN SP LIMITED**



DocuSigned by:

Richard Pating

2187A10F15914B1.....

Name:

Title: