

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MedImmune, LLC		01/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Arexis AB		
Street Address:	11276 STOCKHOLM		
Internal Address:	c/o Swedish Orphan Biovitrum AB (publ)		
City:	STOCKHOLM		
State/Country:	SWEDEN		
Entity Type:	Corporation: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2248349	SYNAGIS	
CORRESPONDENCE DATA			
Fax Number:	7038164100		
<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:	703-816-4003		
Email:	nixonptomail@nixonvan.com, djb@nixonvan.com		
Correspondent Name:	Donna J. Bunton		
Address Line 1:	901 North Glebe Road, 11th Floor		
Address Line 2:	NIXON & VANDERHYE P.C.		
Address Line 4:	Arlington, VIRGINIA 22203		
DOMESTIC REPRESENTATIVE			
Name:	Donna J. Bunton		
Address Line 1:	901 North Glebe Road, 11th Floor		
Address Line 2:	NIXON & VANDERHYE P.C.		
Address Line 4:	Arlington, VIRGINIA 22203		
NAME OF SUBMITTER:	Donna J. Bunton		
SIGNATURE:	/Donna J. Bunton/		
DATE SIGNED:	02/26/2019		

OP \$40.00 2248349

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”) is made as of January 23, 2019, by and between MedImmune, LLC, a Delaware limited liability company (“**Assignor**”), and Arexis AB, a Swedish corporation (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and together as the “**Parties.**”

WHEREAS, Assignor and Swedish Orphan Biovitrum AB (publ), Reg. No. 556038-9321, a Swedish corporation (“**Buyer**”) entered into the Asset Purchase Agreement, dated as of November 13, 2018 (the “**Asset Purchase Agreement**”);

WHEREAS, Assignee is a “Buyer Designee” for all purposes under and pursuant to the terms of the Asset Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement is required in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in the Asset Purchase Agreement, this Agreement and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

2. Assignment of Trademarks. Effective as of the date hereof, Assignor (on behalf of itself and on behalf of its Controlled Affiliates) hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s and its Controlled Affiliates’ right, title and interest in and to the Purchased Trademarks in the Territory, including those Purchased Trademarks listed on **Schedule A** hereto, and including all applications, registrations, renewals and/or extensions thereof in the Territory (the “**Assigned Trademarks**”), including all common law rights therein in the Territory, together with all rights to bring an action, whether at law or in equity, for infringement or other violation of the Assigned Trademarks against any Third Party, all rights to recover damages, profits and injunctive relief for infringement or other violation of the Assigned Trademarks, and all goodwill of the business associated with and symbolized by the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

3. Recordation. Assignor hereby authorizes Assignee to record this assignment with the U.S. Patent and Trademark Office. Assignee shall be solely responsible for recording this assignment with the U.S. Patent and Trademark Office bearing all costs and expenses associated therewith.

4. Further Assurances. Assignor agrees, upon Assignee’s request and at Assignee’s cost and expense, to take such further action and to execute and deliver such additional

instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Agreement.

5. No Benefit to Third Parties. The covenants and agreements set forth in this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and shall not be construed as conferring any rights on any other Persons.

6. Amendment. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties.

7. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.

9. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

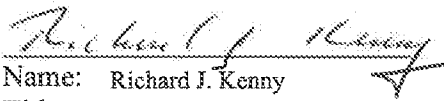
10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNOR:

MEDIMMUNE, LLC

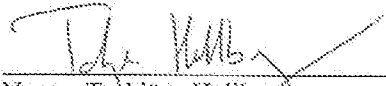
By: 
Name: Richard J. Kenny
Title: Assistant Secretary

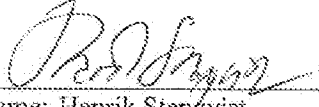
[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006573 FRAME: 0457

ASSIGNEE:

AREXIS AB

By: 
Name: Torbjörn Hallberg
Title: General Counsel

By: 
Name: Henrik Stenqvist
Title: CFO

[Signature Page to Trademark Assignment]

Schedule A

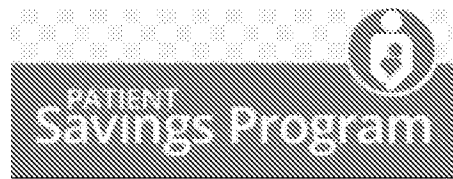
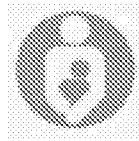
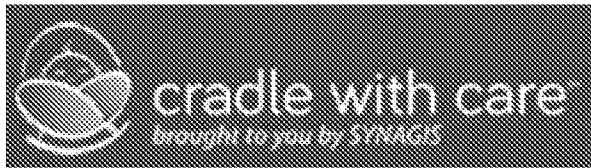
Purchased Trademarks

Country	Mark	Listed Owner	App Date / App No	Reg Date / Reg No	Status
United States	SYNAGIS	MedImmune, LLC	December 19, 1997 75/408414	May 25, 1999 2248349	Registered

Cradle with CareSM



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SYNAGIS[™]
PALIVIZUMAB



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registration No.: 2,248,349

Mark: **SYNAGIS**

Registrant: Arexis AB
c/o Swedish Orphan Biovitrum AB (publ)
112 76 Stockholm

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

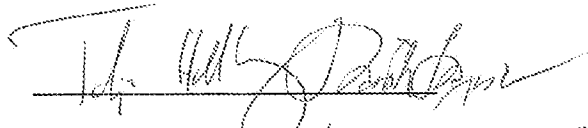
POWER OF ATTORNEY

Arexis AB hereby appoints Donna J. Bunton and Nixon & Vanderhye P.C., attorneys at law of 901 North Glebe Road, 11th Floor, Arlington, Virginia 22203-1808, to transact all business in the U.S. Patent and Trademark Office in connection with this registration. Every member of that law firm, and every attorney at law associated with that law firm is hereby authorized to sign any paper, or conduct any business, on its behalf.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Arexis AB hereby designates Nixon & Vanderhye, P.C. and Donna J. Bunton, whose postal address is 901 North Glebe Rd., 11th Floor, Arlington, VA 22203-1808, United States of America, as its representatives on whom notices or processes affecting the mark may be served.

Arexis AB

By: 
Name: TERRENCE HULTBERG / HENRIE STENQVIST
Title: GEN. COUNSEL / CFO

Date: 25 FEB. 2019