

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Catalyst Biosciences, Inc.		05/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vertex Pharmaceuticals Incorporated		
Street Address:	50 Northern Avenue		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97149079	IMMUNOTUNE	
Serial Number:	97149083	IMMUNOTUNE	
Serial Number:	97149086	IMMUNOTUNE	
Serial Number:	97149061	PROTUNE	
Serial Number:	97149067	PROTUNE	
Serial Number:	97149074	PROTUNE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6174439292		
Email:	trademarks@sunsteinlaw.com		
Correspondent Name:	Odette Martins		
Address Line 1:	100 High Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Odette Martins		
SIGNATURE:	/Odette Martins/		
DATE SIGNED:	01/16/2023		
Total Attachments: 5			

CH \$165.00 97149079

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of May 19, 2022, is by and between Catalyst Biosciences, Inc., a Delaware corporation (“Seller”), and Vertex Pharmaceuticals Incorporated, a Massachusetts corporation (“Purchaser”).

WHEREAS, Seller and Purchaser are entering into that certain Asset Purchase Agreement concurrently with the execution of this Agreement (the “Purchase Agreement”; capitalized terms not defined in this Agreement are defined in the Purchase Agreement), under which Seller has agreed to sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser has agreed to purchase, acquire, and accept from Seller, the Transferred Trademarks, including those trademark applications as listed on Appendix A (together with any common law rights therein, the goodwill associated therewith, and that portion of the business to which the Transferred Trademarks pertain).

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises, and agreements set forth in this Agreement and the Purchase Agreement, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and accepted, the parties, intending to be legally bound, agree as follows:

Section 1. Assignment. Subject to the terms and conditions of the Purchase Agreement, Seller hereby sells, transfers, assigns, conveys, and delivers to Purchaser, and Purchaser purchases, acquires, and accepts from Seller, the following:

(a) The Transferred Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Transferred Trademarks.

(b) That portion of the business to which the Transferred Trademarks pertain.

(c) All rights, title and interests of any kind whatsoever accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

(d) Any royalties, fees, income, payments, and other proceeds, in each case, now or hereafter due or payable with respect to any of the foregoing.

(e) Any claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date of this Agreement including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default,

with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 2. Recordation and Further Actions. Seller authorizes and requests that the Commissioner for Trademarks in the United States Patent and Trademark Office, and any other sovereign official of a corresponding entity or agency in any applicable jurisdictions, to record and register this Agreement and the assignment to Purchaser of all right, title and interest in the Transferred Trademarks, upon request by Purchaser. Following the date of this Agreement, upon Purchaser's reasonable request, and at Seller's sole cost and expense, Seller will take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Transferred Trademarks to Purchaser.

Section 3. General Provisions.

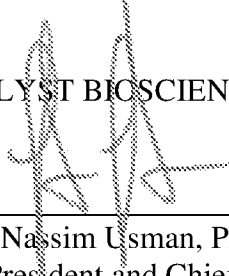
(a) To the extent of any inconsistencies between this Agreement and the Purchase Agreement, the Purchase Agreement will prevail.

(b) Section 7.1(a) (Further Assurances to Effectuate the Transaction) and Article 8 (General Provisions) of the Purchase Agreement are incorporated by reference into this Agreement and apply *mutatis mutandis*.

[remainder of page intentionally left blank]

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

CATALYST BIOSCIENCES, INC.

By: 
Name: Nassim Usman, Ph.D.
Title: President and Chief Executive Officer

VERTEX PHARMACEUTICALS
INCORPORATED

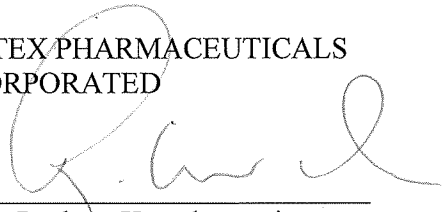
By: _____
Name: Reshma Kewalramani
Title: Chief Executive Officer and President

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

CATALYST BIOSCIENCES, INC.

By: _____
Name: Nassim Usman, Ph.D.
Title: President and Chief Executive Officer

VERTEX PHARMACEUTICALS
INCORPORATED

By:  _____
Name: Reshma Kewalramani
Title: Chief Executive Officer and President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007947 FRAME: 0135

Transferred TrademarksU.S. Trademark Applications

Trademark	Class	Serial No.	Application Date	Status	Owner
IMMUNOTUNE	42	97149079	November 30, 2021	Pending	Catalyst Biosciences, Inc.
IMMUNOTUNE	44	97149083	November 30, 2021	Pending	Catalyst Biosciences, Inc.
IMMUNOTUNE	45	97149086	November 30, 2021	Pending	Catalyst Biosciences, Inc.
PROTUNE	42	97149061	November 30, 2021	Pending	Catalyst Biosciences, Inc.
PROTUNE	44	97149067	November 30, 2021	Pending	Catalyst Biosciences, Inc.
PROTUNE	45	97149074	November 30, 2021	Pending	Catalyst Biosciences, Inc.

[Appendix A to Trademark Assignment Agreement]