

10-25-2001



U.S. DEPARTMENT OF COMMERCE

101885513

R SHEET

Patent and Trademark Office
Docket No. 020350-2000

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of Conveying party(ies): *10/15/01*
 Johnson & Johnson
 Individual(s) Association
 General Partnership Limited Partnership
 New Jersey Corporation Other

2. Name and address of receiving party(ies):
 Name: BioCryst Pharmaceuticals, Inc.
 Street Address: 2190 Parkway Lake Drive
 Birmingham, Alabama 35244
 Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: Delaware
 Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
 Execution Date: September 27, 2001

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/933,711, 76/022,923 and 75/933,717

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Carla B. Oakley, Esq.
 Brobeck, Phleger & Harrison LLP
 Spear Street Tower
 One Market
 San Francisco, CA 94105

6. Total number of applications and trademark registrations involved: 3
 7. Total fee (37 C.F.R. § 3.41): \$90
 Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket: [DOCKET NUMBER]

8. Deposit account number: **02-3950**

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 02-3950.

DO NOT USE THIS SPACE

9. Statement and Signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Rochelle D. Alpert *Rochelle D. Alpert* *Oct 11, 2001*
Signature Date

Total number of pages comprising cover sheet, attachment and document: 9

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

SCHEDULE F
TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, JOHNSON & JOHNSON, a New Jersey corporation, having its principal place of business at 1 Johnson & Johnson Plaza, New Brunswick, New Jersey 08933 ("Johnson & Johnson") owns the trademarks, service marks, trade names, logos, domain names, registrations and applications identified in Schedule 1 attached hereto (the "Marks");

WHEREAS, BIOCRYST PHARMACEUTICALS, INC., a Delaware corporation having its principal place of business at 2190 Parkway Lake Drive, Birmingham, Alabama 35244 ("BioCryst") is desirous of acquiring said Marks;

NOW, THEREFORE, for US \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. ASSIGNMENT. Johnson & Johnson hereby grants, transfers, assigns, conveys and relinquishes exclusively to BioCryst, its successors and assigns forever the entire title, right interest, ownership and all subsidiary rights, including common law rights, in and to the Marks, together with the good will of the business symbolized by said Marks and the business that pertains to the Marks, including, but not limited to, the following:
 - (a) the right to sue and recover for any past infringements of the Marks;
 - (b) the right to secure registrations therein in BioCryst's own name and to secure renewals and extensions of registrations and applications for registrations in the United States of America or any other country; and
 - (c) the right to determine, in BioCryst's sole discretion whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered.
2. FURTHER CONVEYANCE ASSURANCES. Johnson & Johnson agrees, upon request by BioCryst, to execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of rights conveyed herein. Johnson & Johnson agrees:
 - (a) to execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Marks reasonably requested by BioCryst;
 - (b) to provide reasonable assistance to BioCryst should BioCryst seek to enforce its rights in the Marks conveyed in this agreement against third parties; and
 - (c) to provide testimony in connection with any proceeding affecting the right, title or interest of BioCryst in the Marks as conveyed herein.

3. DELIVERY. Upon BioCryst's request, Johnson & Johnson shall deliver to BioCryst complete files regarding the Marks, including all registrations and applications for registrations of the Marks.

4. GENERAL PROVISIONS.

4.1 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

4.2 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the transactions contemplated hereby are not affected in any manner materially adverse to either party. Upon such determination that any term or other provisions is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes all prior and contemporaneous agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof.

4.5 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of _____ without giving effect to the conflict of law principles thereof.

4.6 Counterparts. This Agreement shall become effective upon execution by both parties. This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be an original but all of which when taken shall constitute one and the same agreement.

4.7 Further Assurances. Except as may otherwise be permitted by BioCryst by express license to Johnson & Johnson, promptly after the Effective Date, Johnson & Johnson shall cease and refrain from all use of the Marks, and all publications, marketing materials or communications using any of the Marks, in all countries of the world.

(The next page of this document is the signature page)

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

BIOCRIST PHARMACEUTICALS, INC.

Dated: 9/21/01

By: Charles E. Bugg

Name: **Charles E. Bugg**

Title: **Chairman & CEO**

SWORN TO AND SUBSCRIBED before me this 21st day of September, 2001.

Penelope C. Mann

Notary Public

My commission expires January 31, 2003

JOHNSON & JOHNSON

Dated: 9/27/2001

By: Michael J. Ryan, Jr.

Name: **MICHAEL J. RYAN, JR.**

Title: **ASSISTANT SECRETARY.**

SWORN TO AND SUBSCRIBED before me this 27th day of SEPTEMBER, 2001.

Mary C. Sullivan

Notary Public
MARY C. SULLIVAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 7, 2003

My commission expires SEPT. 7, 2003

SCHEDULE 1

DOMAIN NAMES, MARKS AND REGISTRATIONS

Domain Name/Mark	Country	Registration / Serial No.
VENZAL	United States	76/022,923
PROFLUEN	United States	75/933,717

COMPLIS	United States	75/933,711
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