

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Transfer Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Elan Pharma International Limited	08/02/2011
RECEIVING PARTY DATA	
Name:	EDT Pharma Holdings Limited
Street Address:	Treasury Building
Internal Address:	Grand Canal Street Lower
City:	Dublin 2
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7530964
CORRESPONDENCE DATA	
Fax Number:	6103970450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6103974431
Email:	ipdocket@foxrothschild.com
Correspondent Name:	Sherry Barag
Address Line 1:	Fox Rothschild LLP
Address Line 2:	Ten Sentry Parkway, Suite 200
Address Line 4:	Blue Bell, PENNSYLVANIA 19422
ATTORNEY DOCKET NUMBER:	34074.01146
NAME OF SUBMITTER:	Sherry Barag
Total Attachments: 9 source=int18#page1.tif source=int18#page2.tif source=int18#page3.tif source=int18#page4.tif	

OP \$40.00 7530964

source=int18#page5.tif
source=int18#page6.tif
source=int18#page7.tif
source=int18#page8.tif
source=int18#page9.tif

Step 6
Trading Assets Agreement (EPIL to EDT Pharma Holdings)

Dated 2 August 2011

ELAN PHARMA INTERNATIONAL LIMITED
(Vendor)

and

EDT PHARMA HOLDINGS LIMITED
(Purchaser)

ASSET TRANSFER AGREEMENT

for the purchase of the trading assets relating to the Drug Delivery Business of
ELAN PHARMA INTERNATIONAL LIMITED

A & L GOODBODY

THIS ASSET TRANSFER AGREEMENT is dated 2 August 2011 and made between

- (1) **ELAN PHARMA INTERNATIONAL LIMITED** (registered no. 222276) having its registered office at Monksland, Athlone, Co. Westmeath (**Vendor**); and
- (2) **EDT PHARMA HOLDINGS LIMITED** a company incorporated in Ireland (Registered No. 448848) whose registered office is at Treasury Building, Grand Canal Street Lower, Dublin 2 (**Purchaser**).

RECITALS:

- A. The Vendor is carrying on a trade of the purchase, development and exploitation of certain intellectual property rights and is the owner of certain trading assets (including intellectual property rights) relating to the EDT Business.
- B. Under the Business Transfer Agreement, the Purchaser has acquired the manufacturing business forming part of the EDT Business including the employees engaged in connection therewith.
- C. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Trading Assets upon the terms and subject to the conditions of this Agreement and will use these trading assets in the course of its manufacturing business.
- D. As set out in Section 7.1(k) of the Merger Agreement, the Purchaser will, for so long as it is a member of the Elan Tax Group, carry on its business in the same manner as the Vendor and will carry the Trading Assets as trading stock for tax purposes. The Trading Assets under this Agreement should not include any assets relating to the EDT Business other than assets which were held as trading stock by the Vendor.

IT IS HEREBY AGREED as follows:

1. PRELIMINARY

- 1.1. **Definitions:** In this Agreement and in the Schedules unless the context otherwise requires:

1963 Act means the Companies Act, 1963;

1990 Act means the Companies Act, 1990;

Authorisations means those authorisations, licences and permits necessary for the conduct of the EDT Business which are in the name of the Purchaser;

Business Contracts means all contracts, agreements, arrangements and understandings of every kind with customers of the EDT Business and other contracts relating to the EDT Business, which form part of the Trading Assets;

Business Day means any day on which banks are generally open for business in Dublin excluding Saturdays and Sundays;

Business Transfer Agreement means the agreement dated 26 July 2011 pursuant to which the Purchaser has acquired the Manufacturing Business from Elan Science Five Limited;

Completion means completion of the sale and purchase of the Trading Assets pursuant to this Agreement;

Conditions means the pre-conditions to closing listed in clause 3.2;

Confidential Information means any and all information received or obtained as a result of (i) the operation of the EDT Business and/or (ii) entering into or performing, or supplied by or on behalf of a party in the negotiations leading to, this Agreement and which in each case relates to:

- (a) the EDT Business;

- (b) the Manufacturing Business;
- (c) the provisions of this Agreement;
- (d) the negotiations relating to this Agreement;
- (e) the subject matter of this Agreement; or
- (f) the Purchaser or any subsidiary or holding company of the Purchaser;

EDT Business means the suite of activities including: research, development, drug optimization and delivery utilizing Elan's proprietary drug delivery technologies (including its NanoCrystal® technology for poorly water-soluble compounds, and its range of oral controlled release delivery technologies comprising extended, delayed and pulsatile release); drug scale up capabilities including formulation development, analytical development, clinical trial manufacturing and scale-up and product registration support; performing such research and development services for third parties; licensing or otherwise permitting the practice and use by third parties of such Elan proprietary drug delivery technologies or products incorporating such drug delivery technologies; and commercial manufacturing of pharmaceutical dosage forms both for products incorporating Elan proprietary technologies, the Fill/Finish Business and all contract manufacturing carried on by the Vendor;

Effective Date means the date of this Agreement;

Employees means those employees of the Vendor employed in connection with the Trading Assets;

Elan Tax Group means Elan Corporation plc and all of its wholly owned direct and indirect subsidiaries resident for tax purposes in Ireland;

Encumbrance includes, without limitation, any interest or equity of any person (including any right to acquire any option) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement or a rental, hire purchase, credit sale or other agreement for payment on deferred terms;

Excluded Assets means those assets of the Vendor set out in **Schedule 1** which are not being sold hereunder;

Fill/Finish Business means the fill/finish business carried on by the Vendor at Building 17 on the EDT Business campus at Monkstown Industrial estate, Athlone, Co. Westmeath;

Information means all customer and supplier records and correspondence (including, in each case, the full name and the address and addresses for delivery or collection or for provision of services) relating to the EDT Business, all books of account relating to the EDT Business and other records of the EDT Business for the six years prior to Completion, all deeds and documents evidencing title to the Trading Assets (duly stamped where appropriate), all sales and technical literature and all other documents, computer records and programs relating to or required for the due and efficient carrying on of the EDT Business and all files and other relevant information relating to the Employees;

Intellectual Property means any and all rights pertaining to inventions, discoveries, trade secrets, confidential business information, financial, marketing and business data, concepts, ideas and improvements to existing technology (in each case whether or not written down or otherwise converted to tangible form), patents, patent applications, patent disclosures, designs, trade marks, service marks, trade names, logos, rights in any domain names, algorithms, database rights, goodwill, copyright(s), moral rights, know-how, reputation, modes, get-up, computer programs and analogous property, plans, models, and all other forms of industrial or intellectual property (in each case in any part of the world and whether or not registered or registerable and to the fullest extent thereof and for the full period therefor and all extensions and renewals thereof), all applications for registration of the foregoing and all rights and interest, present and future thereto and therein;

Intellectual Property Rights means such Intellectual Property used exclusively in connection with the EDT Business and such other Intellectual Property as are included in the Trading Assets;

Ireland means Ireland excluding Northern Ireland and Irish will be construed accordingly;

Licence User Agreement means an agreement entered into on today's date by the Vendor and the Purchaser pursuant to which the Vendor agrees to sub-licence the Authorisations to the Purchaser;

Loan Note means the loan note to be issued by the Purchaser in the name of the Vendor in the amount of US\$299,000,000 on Completion pursuant to clause 3.4;

Manufacturing and Supply Agreement means the agreement entered into by Elan Science Five Limited (ES5) and the Vendor on 26 July 2011 whereby ES5 has agreed to manufacture and supply to the Vendor certain products and the Vendor has agreed to purchase the products upon the terms set out in the agreement;

Manufacturing Business means all the capital assets, manufacturing assets, real property, fixtures and fittings and all other assets owned by the Vendor, other than the Excluded Assets including the Vendor's obligations under the Manufacturing and Supply Agreement, which are to be acquired by the Purchaser pursuant to the Business Transfer Agreement;

Merger Agreement means the business combination agreement and plan of merger entered into by Elan Corporation, plc, Antler Science Two Limited, Elan Science Four Limited, EDT Pharma Holdings Limited, EDT US Holdco Inc., Antler Acquisition Corp. and Alkermes, Inc. on 9 May 2011;

Patents means the patents listed at Schedule 2 to this Agreement;

Taxation and Tax means all forms of taxation, duties, imposts and levies whether of Ireland or elsewhere, including (but without limitation) income tax, corporation tax, corporation profits tax, advance corporation tax, capital gains tax, capital acquisitions tax, residential property tax, wealth tax, value added tax, customs and other import and export duties, excise duties, vehicle registration tax, stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto whether payable in Ireland or elsewhere, and any costs, interest, surcharge, penalty or fine relating to the same and any penalties chargeable for non-compliance with any statutory provisions or regulations in connection therewith and the word **taxation** shall be construed accordingly;

TCA means the Taxes Consolidation Act, 1997;

Termination Letter means a letter dated the date of this Agreement between the Vendor and the Purchaser pursuant to which the Manufacturing and Supply Agreement is to be terminated;

Trading Assets means the assets listed in Clause 2.1 including all the Intellectual Property owned by the Vendor in respect of or related to the EDT Business, other than for the avoidance of doubt the Excluded Assets, all of which are to be acquired by or novated in favour of the Purchaser pursuant to this Agreement; and

VAT means value added tax within the meaning of the Value-Added Tax Consolidation Act 2010.

- 1.2. The Schedules referred to in this Agreement form an integral part of this Agreement, and references to this Agreement include reference to them.
- 1.3. Headings are inserted for convenience only and do not affect the construction of this Agreement.
- 1.4. All references in this Agreement to costs, charges or expenses include any value added tax or similar tax charged or chargeable on them.
- 1.5. Unless expressly stated in this Agreement or the context otherwise requires, in this Agreement:
 - 1.5.1. references to persons are deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, bodies corporate, trusts and investment funds (in each case whether or not having a separate legal personality) but references to individuals are deemed to be references to natural persons only;
 - 1.5.2. words importing the singular include the plural and vice versa and words importing the masculine include references to the feminine and neuter and vice versa;
 - 1.5.3. reference to writing or similar expressions includes transmission by facsimile or electronic means;

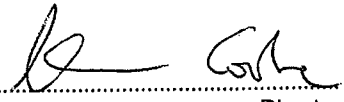
- 1.5.4. a word or phrase the definition of which is contained or referred to in section 2 of the 1963 Act has the meaning attributed to it by that definition;
- 1.5.5. references to Acts, statutory instruments and other legislation are to legislation operative in Ireland and to such legislation, modified, consolidated, amended or re-enacted (whether before or after the date of this Agreement) and any subordinate legislation made under that legislation;
- 1.5.6. reference to any Irish legal term, concept, legislation or regulation (including, those for any action, remedy, method of judicial proceeding, document, statute, court official, governmental authority or agency) or any accounting term or concept, in respect of any jurisdiction other than Ireland will be construed as a reference to the term or concept which most nearly corresponds to it in that jurisdiction;
- 1.5.7. reference to this Agreement includes this Agreement as amended or supplemented from time to time; and
- 1.5.8. "including" and "includes" mean including or includes without limiting the generality of the foregoing.

2. SALE OF ASSETS

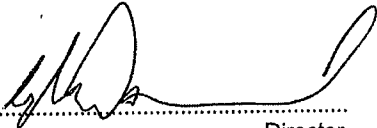
- 2.1. **Sale and Purchase:** Subject to the terms of this Agreement, the Vendor shall sell as legal and beneficial owner and the Purchaser shall purchase in reliance on the provisions of this Agreement free from all Encumbrances and together with all rights now or hereafter attaching thereto, the Trading Assets including:
 - 2.1.1. the Patents;
 - 2.1.2. the Intellectual Property Rights
 - 2.1.3. subject to clause 4 the full benefit subject to the burden (so far as the same is capable of assignment) of the Business Contracts and all of the Vendor's pending contracts engagements and all orders in connection with the EDT Business;
 - 2.1.4. the Authorisations;
 - 2.1.5. any related goodwill of the EDT Business and to represent the Purchaser as carrying on the EDT Business in continuation of that carried on by the Vendor and in succession thereto;
 - 2.1.6. the Information; and
 - 2.1.7. all other property in connection with the Intellectual Property Rights except the Excluded Assets.
- 2.2. **Other Benefits:**
 - 2.2.1. If the Vendor receives any sums or benefits in respect of any of the Trading Assets it shall forthwith pay or cause to be paid (as the case may be) to the Purchaser as soon as practicable and in any event within ten Business Days of receipt thereof to a bank account to be nominated by the Purchaser it being recognised and agreed by the Vendor that, if the Purchaser so requires, the Purchaser shall continue to invoice any customers in respect of contracts current at Completion.
 - 2.2.2. The Vendor shall forthwith upon the execution hereof notify the interest of the Purchaser to the insurers of the Trading Assets and the EDT Business and keep in force its existing insurance policies in respect of the Trading Assets until 180 days after Completion.
- 2.3. **The Consideration:**

The consideration for the said sale shall be satisfied by the issue of the Loan Note in the name of the Vendor.
- 2.4. **Purchase of all the Trading Assets:** The Purchaser will not be obliged to complete the purchase of

**SIGNED for and on behalf of
ELAN PHARMA INTERNATIONAL LIMITED**


.....
Director

**SIGNED for and on behalf of
EDT PHARMA HOLDINGS LIMITED**


.....
Director

SCHEDULE 1

Excluded Assets

For the avoidance of doubt, the Excluded Assets of the Vendor means:

- (1) all those assets and records of the Vendor which do not form part of the EDT Business
- (2) all cash and bank accounts of the Vendor;
- (3) the Manufacturing Business; and
- (4) the statutory books of the Vendor.

SCHEDULE 2

Patents

Asset Transfer Agreement (EPIL to EDT Pharma Holdings) - 2 August 2011
 Schedule 2: Patents

EDT Ref	Sub Case Type	Country	Patent Number	Application Number	Publication Number	Filing Date	Normal Expiry Date	Short Title / Subject Matter
EMT BD 38	3	USA	7394413	10/461,040	US 2003-0236498 A1	13-Jun-2003	23-Mar-2019	DEVICE FOR MEASURING VOLUME OF DRUG
EMT BD 38	4	USA		12/121,545		15-May-2008	23-Mar-2019	IMPROVED DRUG DELIVERY DEVICE
EMT BD 38		USA		13/184,479		15-Jul-2011		IMPROVED DRUG DELIVERY DEVICE
EMT BD 38		USA		13/184,473		15-Jul-2011		IMPROVED DRUG DELIVERY DEVICE
EMT BD 45		Japan	4559627	2000-575564		06-Oct-1999	06-Oct-2019	A METHOD AND DEVICE FOR ENTRAPPING GAS WITHIN A LIQUID DRUG CONTAINER
EMT BD 46		USA	7530964	09/863,025		17-Jun-2001	03-Oct-2023	NEEDLE DEVICE AND METHOD AND OPERATION THEREOF
EMT BD 50		Japan		2001-577073		12-Apr-2001	12-Apr-2021	IMPROVED ELECTROLYTIC CELL