

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2646101

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ASTRAZENECA AB	11/22/2013
RECEIVING PARTY DATA	
Name:	HORIZON PHARMA USA, INC.
Street Address:	520 LAKE COOK ROAD
Internal Address:	SUITE 520
City:	DEERFIELD
State/Country:	ILLINOIS
Postal Code:	60015
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12822612
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	GLOBAL PATENT GROUP, LLC
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Address Line 2:	SUITE 404
Address Line 4:	ST LOUIS, MISSOURI 63132
ATTORNEY DOCKET NUMBER:	HORIZON VIMOVO
NAME OF SUBMITTER:	DENNIS A. BENNETT
Signature:	/Dennis A. Bennett/
Date:	12/12/2013

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**Total Attachments: 5**

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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “**Assignment**”) is made and entered into effective as of November 22, 2013 by and between AstraZeneca AB, a Swedish corporation (“**AstraZeneca**”), and Horizon Pharma USA, Inc., a corporation organized and existing under the Laws of the State of Delaware (“**Horizon**”). AstraZeneca and Horizon may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

**WHEREAS**, AstraZeneca, together with POZEN Inc. (“**Pozen**”), jointly owns the Patent Rights listed on Schedule A attached hereto and made a part hereof (collectively referred to herein as the “**Purchased Patents**”);

**WHEREAS**, AstraZeneca and Horizon are parties to that certain Asset Purchase Agreement, dated as of November 18, 2013 (the “**Asset Purchase Agreement**”); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Horizon wishes to acquire from AstraZeneca, and AstraZeneca wishes to transfer to Horizon, all right, title and interest of AstraZeneca (and its Affiliates’) in and to the Purchased Patents and the goodwill associated with such Purchased Patents.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement, this Assignment 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.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

2. **Conveyance and Acceptance.** In accordance with the provisions of the Asset Purchase Agreement, AstraZeneca hereby sells, transfers, conveys, assigns and delivers to Horizon all of AstraZeneca’s (and its Affiliates’) right, title and interest in and to the Purchased Patents and all goodwill associated with the Purchased Patents, including the right to sue and recover for past, present or future infringements, misappropriations, dilution, unauthorized use or disclosure, or other conflict with any of the Purchased Patents, the same to be held and enjoyed by Horizon, for its own use and on behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which patents may be granted of the Purchased Patents as fully and entirely as the same would have been held and enjoyed by AstraZeneca had this sale and assignment not been made and Horizon hereby accepts such sale, transfer, conveyance, assignment and delivery.

3. **Recordation.** AstraZeneca hereby authorizes the United States Commissioner of Patents and Trademarks to record this Assignment.

4. **Further Assurances.** AstraZeneca agrees, at Horizon’s expense, to take such further action and to execute and deliver such additional instruments and documents as Horizon may reasonably request to carry out and fulfill the purposes and intent of this Assignment

including, without limitation, signing all papers and documents, taking all lawful oaths, and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of patents or applications of Purchased Patents.

**5. Miscellaneous.**

(a) This Assignment 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 Assignment to the substantive Law of another jurisdiction.

(b) This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties. Any term or condition of this Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by any Party of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise.

(c) All costs and expenses associated with the conveyance under this Assignment of all right, title and interest of AstraZeneca (or its Affiliates) in and to the Purchased Patents shall be borne solely by Horizon.

(d) If any provision of this Assignment 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 Assignment will not be materially and adversely affected thereby, (i) such provision shall be fully severable, (ii) this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Assignment 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 (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment 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.

(e) This Assignment 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 Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have duly executed this Assignment, as of the day and year first above written.

AstraZeneca AB

By:   
Name: Jan-Olof Jacke  
Title: President

Horizon Pharma USA, Inc.

By: \_\_\_\_\_  
Name: Timothy P. Walbert  
Title: President and Chief Executive Officer

*[Signature Page to Patent Assignment]*

IN WITNESS WHEREOF, the Parties have duly executed this Assignment, as of the day and year first above written.

AstraZeneca AB

By: \_\_\_\_\_  
Name: Jan-Olof Jacke  
Title: President

Horizon Pharma USA, Inc.

By:  \_\_\_\_\_  
Name: Timothy P. Walbert  
Title: President and Chief Executive Officer

*[Signature Page to Patent Assignment]*

**SCHEDULE A**

**PURCHASED PATENTS**

<b>Filing</b>	<b>Filing No.</b>	<b>Publication</b>	<b>Publication No.</b>	<b>Grant</b>	<b>Grant No.</b>	<b>Expiry Date</b>
03 Sep 2009	12/553107	11 Mar 2010	2010-0062064A1			03 Sep 2029
24 Jun 2010	12/822612	30 Dec 2010	2010-0330179A1			24 Jun 2030