

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NUVO RESEARCH INC.	10/17/2014

RECEIVING PARTY DATA

Name:	HZNP LIMITED
Street Address:	21 LAFFAN ST.
Internal Address:	HAMILTON
City:	PEMBROKE
State/Country:	BERMUDA
Postal Code:	HM09

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	8252838
Patent Number:	8563613
Application Number:	14025781
Application Number:	14497096
Patent Number:	8546450
Patent Number:	8618164
Patent Number:	8217078
Application Number:	13665790
Patent Number:	8741956
Application Number:	13657711
PCT Number:	US2013066237

CORRESPONDENCE DATA

Fax Number: (314)685-2300

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.

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PATENT

ATTORNEY DOCKET NUMBER:	HOR-PENNNNSAID
NAME OF SUBMITTER:	DENNIS A. BENNETT
SIGNATURE:	/Dennis A. Bennett/
DATE SIGNED:	10/30/2014
Total Attachments: 5 source=Horizon assignment#page1.tif source=Horizon assignment#page2.tif source=Horizon assignment#page3.tif source=Horizon assignment#page4.tif source=Horizon assignment#page5.tif	

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment") is entered into as of October 17, 2014 (the "Effective Date"), by and between Nuvo Research Inc., a company incorporated in the Province of Ontario, Canada ("Seller"), and HZNP Limited, a nonresident Irish company that is a tax resident in Bermuda ("Buyer"). Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of October 17, 2014, pursuant to which, among other things, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer all right, title and interest of Seller in and to the Assigned Patents (as defined below), and Buyer has agreed to purchase and accept all right, title and interest of Seller in and to the Assigned Patents from Seller.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assigned Patents.** "Assigned Patents" means the patents and patent applications listed on Schedule 1 attached hereto, together with any continuations, continuations-in-part, divisionals, substitutions, reissues, reexaminations, patent term restorations and patent term extension of any of the foregoing in the United States of America.
2. **Assignment.** Seller does hereby sell, assign, transfer, convey and deliver to Buyer all right, title and interest of Seller in and to the Assigned Patents for Buyer's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Patent Assignment and sale had not been made, together with all income, royalties, damages or payments due or payable on and after the Effective Date, including, without limitation, the right to sue and recover damages for past, present and future infringement of, and the right to file additional applications claiming priority to, any of the Assigned Patents.
3. **Recordation.** Seller hereby requests and authorizes the Commissioner of Patents and Trademarks to record Buyer as the owner of the Assigned Patents, as assignee of the entire right, title and interest in and to the same. Buyer shall have the right to record this Patent Assignment with all applicable governmental entities so as to perfect its ownership of the Assigned Patents.
4. **Counterparts.** This Patent Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. A faxed or electronic (i.e. PDF) signature shall be deemed original for all purposes under this Patent Assignment.
5. **Further Assurances.** Each of the Parties hereto agrees to execute and deliver such documents, and to take such actions, as may be reasonably requested by the other

Party to give effect to this Patent Assignment and to vest, perfect, confirm, record or otherwise reflect the Parties' rights as set forth herein.

6. Governing Law; Submission of Jurisdiction; Waiver of Jury Trial.

This Patent Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Patent Assignment to the substantive law of another jurisdiction. Each of the Parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the State of Delaware and the United States District Court for the District of Delaware for any action, suit or proceeding (other than appeals therefrom) arising out of or relating to this Patent Assignment, and agree not to commence any action, suit or proceeding (other than appeals therefrom) related thereto except in such courts. **THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

NUVO RESEARCH INC.

By: _____

Name: JOHN E. LONDON

Title: PRESIDENT & CO-CEO

HZNP LIMITED

By: _____

Name:

Title:

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

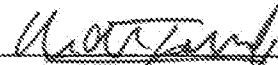
PATENT
REEL: 034068 FRAME: 0188

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

NUVO RESEARCH INC.

By: _____
Name:
Title:

HZNP LIMITED

By: 
Name: ILEVIN HSELY
Title: SECRET

Schedule 1
Assigned Patents

Title of Patent or Patent Application	Serial Number	Filing Date	Patent Number
Diclofenac Topical Formulation	12/134,121	October 17, 2007	8,252,838
Diclofenac Topical Formulation	13/564,688	August 1, 2012	8,563,613
Diclofenac Topical Formulation	14/025,781	September 12, 2013	Allowed
Diclofenac Topical Formulation	14/497,096	September 25, 2014	Pending
Treatment of pain with topical diclofenac compounds	12/459,998	July 10, 2009	8,546,450
Treatment of pain with topical diclofenac compounds	12/660,865	March 4, 2010	8,618,164
Treatment of pain with topical diclofenac	12/914,867	October 28, 2010	8,217,078
Treatment of pain with topical diclofenac	13/665,790	October 31, 2012	Pending
Treatment of pain with topical diclofenac	13/668,061	November 2, 2012	8,741,956
Dispensing system ¹	13/657,711	October 22, 2012	Pending
Dispensing system ¹²	PCT/US13/66237	October 22, 2013	Pending

¹ Jointly owned by Mallinckrodt LLC

² Only with respect to any U.S. national phase entry