

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3566305

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
State/Country:	IRELAND
Postal Code:	2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14638984
CORRESPONDENCE DATA	
Fax Number:	(609)896-1469
<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:	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:	147646.00004
NAME OF SUBMITTER:	SHERRY BARAG
SIGNATURE:	/SHERRY BARAG/
DATE SIGNED:	10/13/2015
Total Attachments: 12	
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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

M-10907385-6

PATENT
REEL: 036841 FRAME: 0264

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, moths, 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;

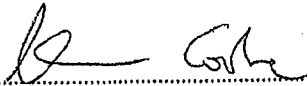
- 1.5.4. a word or phrase the definition of which is contained or referred to in section 2 of the 1963 Act has the meaning attributed to it by that definition;
- 1.5.5. references to Acts, statutory instruments and other legislation are to legislation operative in Ireland and to such legislation, modified, 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

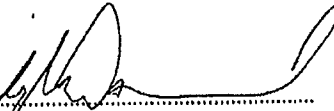
- 2.1. **Sale and Purchase:** Subject to the terms of this Agreement, the Vendor shall sell as legal and beneficial owner and the Purchaser shall purchase in reliance on the provisions of this Agreement free from all Encumbrances and together with all rights now or hereafter attaching thereto, the Trading 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
01.0156.US	2 ORD	USA		11/361,055	US 2006-0188586 A1	24-Feb-2006	24-Feb-2026	NANOPARTICULATE FORMULATIONS OF DOCETAXEL AND ANALOGUES THEREOF
01.0157.US	2 ORD	USA		11/354,249	US 2006-0198686 A1	15-Feb-2006		AEROSOL AND INJECTABLE FORMULATIONS OF NANOPARTICULATE BENZODIAZEPINE
01.0157.US	3 CON	USA		12/544,197	US 2009-0304801 A1	19-Aug-2009	15-Feb-2026	AEROSOL AND INJECTABLE FORMULATIONS OF NANOPARTICULATE BENZODIAZEPINE
01.0160.US	2 ORD	USA		11/325,626	US 2006-0166806 A1	05-Jan-2006		NANOPARTICULATE CANDESARTAN FORMULATIONS
01.0163.US	2 ORD	USA		11/372,227	US 2006-0204588 A1	10-Mar-2006	10-Mar-2026	FORMULATIONS OF A NANOPARTICULATE FINASTERIDE, DUTASTERIDE OR TAMUSLOSIN HYDROCHLORIDE, AND MIXTURES THEREOF
01.0165.US	2 ORD	USA		11/446,589	US 2007-0042049 A1	05-Jun-2006	05-Jun-2026	NANOPARTICULATE BENIDIPINE COMPOSITIONS
01.0167.US	2 ORD	USA		11/446,564	US 2006-0292214 A1	05-Jun-2006	05-Jun-2026	NANOPARTICULATE ACETAMINOPHEN FORMULATIONS
01.0168.US	2 ORD	USA		11/446,565	US 2006-0275372 A1	05-Jun-2006	05-Jun-2026	NANOPARTICULATE IMATINIB MESYLATE FORMULATIONS
01.0169.US	2 ORD	USA		11/446,984	US 2007-0056371 A1	08-Jun-2006	08-Jun-2026	NANOPARTICULATE EBASTINE FORMULATIONS
01.0172.US	3 ORD	USA		11/802,427	US 2007-0104792 A1	22-May-2007	22-May-2027	NANOPARTICULATE POSACONAZOLE FORMULATIONS
01.0174.US	2 ORD	USA		11/481,257	US 2007-0056371 A1	06-Jul-2006	06-Jul-2026	NANOPARTICULATE CLARITHROMYCIN FORMULATIONS
01.0176.US	2 ORD	USA		11/520,059	US 2007-0104792 A1	13-Sep-2006	13-Sep-2026	NANOPARTICULATE TADALAFIL FORMULATIONS
01.0177.US	2 ORD	USA		11/520,058	US 2007-0148100 A1	13-Sep-2006	13-Sep-2026	INJECTABLE FORMULATIONS OF NANOPARTICULATE ARIPIRAZOLE
01.0178.US	1 ORD	USA		11/761,900	US 2007-0148100 A1	12-Jun-2007	12-Jun-2027	NANOPARTICULATE KINASE INHIBITOR FORMULATIONS
01.0180.US	2 ORD	USA		11/775,002	US 2008-0213374 A1	09-Jul-2007	09-Jul-2027	NANOPARTICULATE FORMULATIONS OF SORAFENIB TOSYLATE
01.2004.US	2 ORD	USA		11/129,807		16-May-2005	16-May-2025	NANOPARTICLE DISPERSION CONTAINING LACTAM COMPOUND
01.2007.US	2 ORD	USA		12/331,052		09-Dec-2008	09-Dec-2028	NANOPARTICULATE ANIDULAFUNGIN COMPOSITIONS AND METHODS FOR MAKING THE SAME
01.2021.US	3 ORD	France		1139500		26-May-2010	26-May-2030	NANOPARTICULATE ANTICANCER COMPOSITIONS AND METHODS FOR MAKING THE SAME
01.2033.US	3 ORD	USA		12/329,566	2009-0311335 A1	24-Feb-2009	24-Feb-2029	COMBINATION OF A TRIPTAN AND AN NSAID
		USA		13/110,647		18-May-2001	18-May-2031	NANOPARTICULATE CINACALCET COMPOSITIONS CONTROLLED RELEASE COMPOSITIONS COMPRISING A COMBINATION OF ISOSORBIDE DINITRATE AND HYDRAZINE HYDROCHLORIDE
02.1007.US	2 ORD	USA		11/262,672		31-Oct-2005	31-Oct-2025	CONTROLLED RELEASE COMPOSITIONS COMPRISING A COMBINATION OF ISOSORBIDE DINITRATE AND HYDRAZINE HYDROCHLORIDE
02.1007.US	2 CIP	USA		11/373,629	US 2007-0098791 A1	10-Mar-2008	31-Oct-2025	CONTROLLED RELEASE COMPOSITIONS COMPRISING AN ANTIPSYCHOTIC AGENT
02.1008.US	2 ORD	USA		11/569,483	US 2008-0268043 A1	01-Feb-2008	26-Jan-2026	CONTROLLED RELEASE COMPOSITIONS COMPRISING AN ANTIPSYCHOTIC AGENT

CORRECTIVE AMENDMENT TO ASSET TRANSFER AGREEMENT

This **CORRECTIVE AMENDMENT TO ASSET TRANSFER AGREEMENT** (this "Amendment") is made this 29th day of August, 2014, and is effective as of the 2nd day of August 2011, by and between **ELAN PHARMA INTERNATIONAL LIMITED**, a company incorporated in Ireland (registered no. 222276) having its registered office at Monksland, Athlone, Co. Westmeath, Ireland ("Vendor") and **ALKERMES PHARMA IRELAND LIMITED** (formerly known as **EDT PHARMA HOLDINGS LIMITED**), a company incorporated in Ireland (registered no. 448848) having its registered office at Treasury Building, Grand Canal Street Lower, Dublin 2, Ireland ("Purchaser").

WHEREAS, Vendor and Purchaser are parties to that certain Asset Transfer Agreement dated as of the 2nd day of August 2011 (the "Agreement"), whereunder Vendor sold to Purchaser, and Buyer purchased from Vendor, certain assets of Vendor, including certain patents, patent applications and other intellectual property and all rights thereto;

WHEREAS, the patents and patent applications listed in Schedule 1 to this amendment is included in the Intellectual Property Rights transferred under the Agreement, but is not specifically identified in Schedule 2 of the Agreement; and


WHEREAS, Vendor and Purchaser desire to correct this omission in Schedule 2 of the Agreement by amending Schedule 2 of the Agreement to include the patents and patent applications and all rights related thereto, which patents, patent applications and rights were intended by the parties to be included in Schedule 2 of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, hereby amend the Agreement as follows:

1. Corrective Amendment. Effective as of the 2nd day of August 2011, Schedule 2 of the Agreement is hereby amended to include the patents and patent applications described on Schedule 1 attached hereto.

2. Definition of Intellectual Property. The term "**Intellectual Property**" contained in Section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

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


JAMES JONES
3 LOWER MOUNT STREET,
DUBLIN 2, IRELAND
NOTARY PUBLIC. COMMISSIONED FOR LIFE

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, including the right to claim priority under the International Convention based on said applications, and any patent which may issue on said invention, and all right, title, and interest, in and to every non-provisional patent application filed or to be filed on said invention in the United States and in every other country, including any renewal, revival, continuation, division, and continuation-in-part thereof, and any substitute application therefor, and any and all patents which may issue thereon, and any reissue, reexamination and extension of the same;

3. Ratification and Confirmation. Except as provided this Amendment, all of the terms and provisions of the Agreement shall remain unchanged and in full force and effect. This Amendment together with the Agreement and all exhibits and schedules thereto and hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.


4. Governing Law. This Amendment will, in all respects, be governed by and construed in accordance with Irish law. The Irish courts will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement or its performance.

5. Counterparts. This Agreement may be executed in any number of counterparts, and by the several parties to it on separate counterparts, each of which when so executed will constitute an original but all of which together will evidence the same agreement.

6. Binding Effect. This Amendment and all rights and powers granted hereby shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. Further Assurances. Each of the parties hereto shall, at the request of the other party, execute and deliver such further instruments and take such further action reasonably required to consummate the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]


JAMES JONES
3 LOWER MOUNT STREET,
DUBLIN 2, IRELAND
NOTARY PUBLIC, COMMISSIONED FOR LIFE

IN WITNESS WHEREOF, the parties hereto accepted and have executed and delivered this Amendment on the date first above written.

SIGNED for and on behalf of
ELAN PHARMA INTERNATIONAL LIMITED

By [Signature]
Name: DIALL KAVANAGH
Title: Assistant Secretary

SIGNED for and on behalf of
ALKERMES PHARMA IRELAND LIMITED

By [Signature]
Name: TOM RIORRAN
Title: COMPANY SECRETARY

: ss

On this, the 5th day of September, 2016, before me, a notary public, the undersigned officer, personally appeared TOM RIORRAN, who acknowledged herself/himself to be the COMPANY SECRETARY of **ALKERMES PHARMA IRELAND LIMITED**, and that he as the COMPANY SECRETARY, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

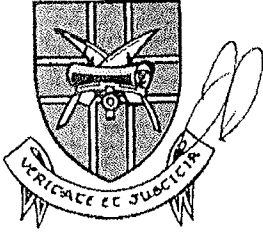
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public
Michael A. O'Carroll
Notary Public for Counties
Roscommon & Westmeath
: sCommissioned for Life
:

On this, the 29 day of August, 2016, before me, a notary public, the undersigned officer, personally appeared Assistant Company Secretary, who acknowledged herself/himself to be the Assistant Company Secretary of **ELAN PHARMA INTERNATIONAL LIMITED**, and that he as the Assistant Company Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

This Notarised Act is limited to the
application of the name and
signature of the undersigned
Notary Public.
Notary Public
[Signature]
Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]
JAMES JONES
3 LOWER MOUNT STREET,
DUBLIN 2, IRELAND
NOTARY PUBLIC. COMMISSIONED FOR LIFE