

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4056075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
MERCK SHARP & DOHME CORP.		09/06/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ARALEZ PHARMACEUTICALS TRADING DAC	
<b>Street Address:</b>	56 FITZWILLIAM SQUARE	
<b>City:</b>	DUBLIN 2	
<b>State/Country:</b>	IRELAND	
<b>PROPERTY NUMBERS Total: 21</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	7304078	
Patent Number:	7713999	
Application Number:	11771520	
Application Number:	15066726	
Patent Number:	7235567	
Patent Number:	7488742	
Patent Number:	6894065	
Patent Number:	6645987	
Patent Number:	7687631	
Patent Number:	8329905	
Patent Number:	8273790	
Patent Number:	7772276	
Patent Number:	8138180	
Patent Number:	7989653	
Patent Number:	7605275	
Patent Number:	8618314	
Patent Number:	8258319	
Patent Number:	7541471	
Patent Number:	7626045	
Patent Number:	8575351	
Application Number:	14905193	

PATENT

**CORRESPONDENCE DATA****Fax Number:** (212)728-8111

*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.*

**Phone:** 2127288000**Email:** ipdept@willkie.com**Correspondent Name:** RACHEL DOOLEY C/O WILLKIE FARR & GALLAGHER LLP**Address Line 1:** 787 SEVENTH AVENUE**Address Line 4:** NEW YORK, NEW YORK 10019

<b>NAME OF SUBMITTER:</b>	RACHEL S. DOOLEY
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<b>SIGNATURE:</b>	/rachelsdooley/
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<b>DATE SIGNED:</b>	09/16/2016
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**Total Attachments: 9**

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## **PATENT ASSIGNMENT**

This Patent Assignment (this “**Patent Assignment**”) is made as of this 6th day of September, 2016, by and between Merck Sharp & Dohme Corp., a New Jersey corporation (“**Seller**”), and Aralez Pharmaceuticals Trading DAC, an Irish designated activity company (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

**WHEREAS**, Seller owns the Patent Rights listed on Schedule A attached hereto and made a part hereof (collectively referred to herein as the “**Purchased Patents**”); and

**WHEREAS**, Seller’s Affiliate, Schering-Plough (Ireland) Company, and Buyer have entered into that certain Asset Purchase Agreement, dated as of September 6, 2016 (the “**Asset Purchase Agreement**”) and that certain License Agreement dated as of September 6, 2016 (the “**License Agreement**”); and

**WHEREAS**, in accordance with the provisions of the Asset Purchase Agreement and the License Agreement, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase and accept from Seller the Purchased Patents.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Patent Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement and the License Agreement, this Patent 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. **Defined Terms.** Unless otherwise specifically provided herein, capitalized terms used in this Patent Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement and the License Agreement.
2. **Conveyance and Acceptance.** In accordance with the provisions of the Asset Purchase Agreement and the License Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, its successors, legal representatives, and assigns all right, title and interest in and to the Purchased Patents and Buyer hereby purchases and accepts from Seller the Purchased Patents. The Purchased Patents include (a) all national, regional and international patents and patent applications, including provisional patent applications; (b) all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority from either of these, including divisionals, continuations, continuations-in-part, provisionals, converted provisionals and

continued prosecution applications; (c) any and all patents that have issued or in the future issue from the foregoing patent applications ((a) and (b)), including utility models, petty patents, innovation patents and design patents and certificates of invention; (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications ((a), (b) and (c)); and (e) any similar rights, including so-called pipeline protection or any importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any of such foregoing patent applications and patents.

3. **Recordation.** Seller hereby authorizes the United States Commissioner of Patents and Trademarks and, as appropriate, the respective patent office or other Governmental Authority in each jurisdiction other than the United States, to record this Patent Assignment.
4. **Asset Purchase Agreement and License Agreement Control.** Notwithstanding any other provision of this Patent Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Buyer or Seller set forth in the Asset Purchase Agreement or the License Agreement. This Patent Assignment is subject to and governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement and the License Agreement. Nothing contained herein is intended to modify or supersede any of the provisions of the Asset Purchase Agreement or the License Agreement.
5. **Further Assurances.** Seller agrees, at Buyer's expense, to take such further action and to execute and deliver such additional instruments and documents as Buyer may reasonably request to carry out and fulfill the purposes and intent of this Patent Assignment including 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.
6. **Miscellaneous.**
  - (a) **Expenses.** All costs and expenses associated with the conveyance under this Patent Assignment of all right, title and interest of Seller in and to the Purchased Patents shall be borne solely by Buyer.
  - (b) **Counterparts.** This Patent 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 Patent Assignment by facsimile or other electronic transmission shall

be effective as delivery of a manually executed original counterpart of this Patent Assignment.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have duly executed this Patent Assignment, as of the date first above written.

MERCK SHARP & DOHME CORP.

By: \_\_\_\_\_

Name: JOSEPH E. PRIMO

Title: ASSISTANT TREASURER

ARALEZ PHARMACEUTICALS TRADING  
DAC

By: \_\_\_\_\_

Name:

Title:

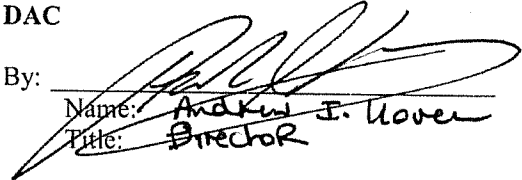
[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, the Parties have duly executed this Patent Assignment, as of the date first above written.

**MERCK SHARP & DOHME CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**ARALEZ PHARMACEUTICALS TRADING  
DAC**

By:   
Name: Andrew J. Hovey  
Title: Director

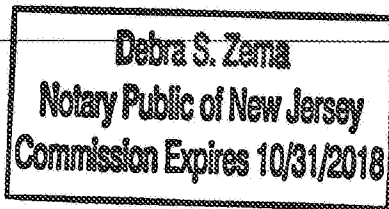
*[Signature Page to Patent Assignment]*

STATE OF New Jersey }  
COUNTY OF Union } SS

On this 16<sup>th</sup> day of September 2016, before me personally appeared Joseph Romo, to me personally known, who, being duly sworn, did say that he/she is the Real Treasurer of Merck Sharp & Dohme Corp. and that he/she duly executed the foregoing instrument for and on behalf of Merck Sharp & Dohme Corp. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

company.  
Debra Lema  
 Notary Public

Expiration Date: 01-01-2011





STATE OF Republic of Ireland

COUNTY OF Dublin } <sup>SS</sup>

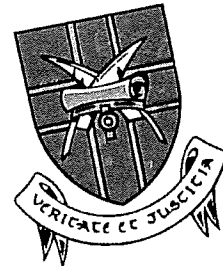
On this 6 day of September, 2016, before me personally appeared Andrew I. Koven, to me personally known, who, being duly sworn, did say that he/she is the Director of Aralez Pharmaceuticals Trading DAC and that he/she duly executed the foregoing instrument for and on behalf of Aralez Pharmaceuticals Trading DAC being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Brian Duncan

Notary Public

Expiration Date: Commissioned for life

BRIAN DUNCAN  
NOTARY PUBLIC  
COMMISSIONED FOR LIFE  
9 CARRICKHILL HEIGHTS  
PORTMARNOCK  
DUBLIN  
IRELAND



**SCHEDULE A****PURCHASED PATENTS**

Title	Application Number	Application Date	Case Reference	Country	Publication Number	Patent Number
Tricyclic Thrombin Receptor Antagonists	2482858	04/14/2003	CV01568	Canada		2482858
Thrombin Receptor Antagonists	10/412982	04/14/2003	CV01568	U.S.	2003/0216437	7304078
Thrombin Receptor Antagonists	11/733635	04/10/2007		U.S.	2007/0179187	7713999
Immediate-Release Tablet Formulations of a Thrombin Receptor Antagonist	2656395	06/29/2007	PD06499	Canada		
Immediate-Release Tablet Formulations of a Thrombin Receptor Antagonist	11/771520	06/29/2007	PD06499	U.S.	2008/0031943	
Immediate-Release Tablet Formulations of a Thrombin Receptor Antagonist	15/066726	03/10/2016		U.S.	2016/0193196	
Crystalline Polymorph of a Bisulfate Salt of a Thrombin Receptor Antagonist	10/755066	01/09/2004	CV01185	U.S.	2004/0176418	7235567
Crystalline Polymorph of a Bisulfate Salt of a Thrombin Receptor Antagonist	2552786	01/07/2005		Canada		2552786
Thrombin Receptor Antagonists	10/671216	09/25/2003	CV01185	U.S.	2004/0152736	7488742
Thrombin Receptor Antagonists	10/457256	06/09/2003	CV01185	U.S.	2004/0006105	6894065
Nor-seco Himbacine Derivatives Useful as Thrombin Receptor Antagonists	09/880222	06/13/2001	CV01185	U.S.	2002/0026050	6645987
Synthesis of Diethyl{[5-(3-fluorophenyl)-pyridine-2yl]methyl} phosphonate	11/824245	06/29/2007	6495	U.S.	2008/0004449	7687631
Synthesis of Diethyl{[5-(3-fluorophenyl)-pyridine-2yl]methyl} phosphonate	12/701174	02/05/2010	6495	U.S.	2010/0137597	8329905
Exo-selective Synthesis of Himbacine Analogs	13/370768	02/10/2012	6277	U.S.	2012/0142914	8273790
Exo-selective Synthesis of Himbacine Analogs	11/330521	01/12/2006	6277	U.S.	2006/0217422	7772276
Exo-selective Synthesis of Himbacine Analogs	12/827000	06/30/2010	6277	U.S.	2010/0267947	8138180

Title	Application Number	Application Date	Case Reference	Country	Publication Number	Patent Number
Exo-and Diastereo-selective Synthesis of Himbacine Analogs	2875768	01/07/2015	6276	Canada		
Exo-and Diastereo-selective Synthesis of Himbacine Analogs	2594871	01/12/2006	6276	Canada		2594871
Exo-and Diastereo-selective Synthesis of Himbacine Analogs	12/505079	07/17/2009	6276	U.S.	2009/0281321	7989653
Exo-and Diastereo-selective Synthesis of Himbacine Analogs	11/331324	01/12/2006	6276	U.S.	2006/0247450	7605275
Exo-and Diastereo-selective Synthesis of Himbacine Analogs	13/563136	07/31/2012	6276	U.S.	2012/0296093	8618314
Exo-and Diastereo-selective Synthesis of Himbacine Analogs	13/168029	06/24/2011	6276	U.S.	2011/0251392	8258319
Synthesis of Himbacine Analogs	11/330935	01/12/2006	6274	U.S.	2006/0173189	7541471
Synthesis of Himbacine Analogs	12/428773	04/23/2009	6274	U.S.	2009/0203925	7626045
Active Metabolite of a Thrombin Receptor Antagonist	13/376093	06/02/2010	2009.6970	U.S.	2012/0214845	8575351
Co-Crystal of the PAR-1 Receptor Antagonist Vorapaxar and Aspirin	14/905193	07/17/2014	23545	U.S.	2016/0159779	