PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4514560

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET TRANSFER AND LICENSE AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ALKERMES PHARMA IRELAND LIMITED	04/10/2015

RECEIVING PARTY DATA

Name:	DV TECHNOLOGY LLC
Street Address:	C/O CORPORATION TRUST CENTER
Internal Address:	1209 ORANGE STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15437534

CORRESPONDENCE DATA

Fax Number: (610)640-1965

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: 6106512277
Email: chill@stradley.com
Correspondent Name: PAUL K. LEGAARD, ESQ.
Address Line 1: 30 VALLEY STREAM PARKWAY
Address Line 2: STRADLEY RONON STEVENS & YOUNG, LLP
Address Line 4: MALVERN, PENNSYLVANIA 19355-1481

ATTORNEY DOCKET NUMBER:	189109.00931
NAME OF SUBMITTER:	CATHERINE HILL
SIGNATURE:	/Cathy1/
DATE SIGNED:	07/21/2017

Total Attachments: 20
source=Assignment7#page1.tif
source=Assignment7#page2.tif
source=Assignment7#page3.tif
source=Assignment7#page4.tif

source=Assignment7#page5.tif
source=Assignment7#page6.tif
source=Assignment7#page7.tif
source=Assignment7#page8.tif
source=Assignment7#page9.tif
source=Assignment7#page10.tif
source=Assignment7#page11.tif
source=Assignment7#page12.tif
source=Assignment7#page13.tif
source=Assignment7#page14.tif
source=Assignment7#page15.tif
source=Assignment7#page16.tif
source=Assignment7#page17.tif
source=Assignment7#page18.tif
source=Assignment7#page19.tif
source=Assignment7#page20.tif

ASSET TRANSFER AND LICENSE AGREEMENT

This ASSET TRANSFER AND LICENSE AGREEMENT (the "Agreement") is dated as of April 10, 2015 (the "Effective Date") between Alkermes Pharma Ireland Limited, a private limited company incorporated in Ireland (registered number 448848) whose registered address is Connaught House, 1 Burlington Road, Dublin 4, Ireland ("APIL"), and DV Technology LLC, a Delaware limited liability company whose registered address is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, USA ("Purchaser," and Purchaser shall include, after the Effective Date, any entity possessing the obligations of Purchaser set forth in this Agreement).

RECITALS:

WHEREAS, APIL desires to sell and assign to Purchaser, and Purchaser desires to purchase and acquire from APIL, part of APIL's controlled release drug development business (the "Business"), comprising the Transferred IP and the Transferred Agreements, and a license of the Nanotechnology IP, the OCR IP, the Abuse Resistant Patents and the Licensed Trademarks, subject to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the respective premises, mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Definitions.

Abuse Resistant Patents shall mean any patent application owned by APIL as of the Effective Date and listed in Exhibit A-6 hereto (which for purposes of this Agreement shall include certificates of invention and applications for such certificates), together with any patents resulting therefrom, including any divisionals, continuations, continuations-in-part, substitutions, reissues, re-examinations, revalidations, extensions (including pediatric exclusivity patent extensions), registrations, supplementary protection certificates, renewals, and foreign equivalents of any such patents or patent applications.

Acorda Agreements shall mean (i) Amended and Restated License Agreement between APIL and Acorda Therapeutics, Inc. dated September 26, 2003, as amended; (ii) Supply Agreement between APIL and Acorda Therapeutics, Inc. dated September 26, 2003, as amended; (iii) Development and Supplemental Agreement dated January 14, 2011 to Amended and Restated License Agreement dated September 26, 2003 between APIL and Acorda Therapeutics, Inc., as amended, and Supply Agreement dated September 26, 2003 between APIL and Acorda Therapeutics, Inc., as amended; and (iv) any related ancillary agreements between APIL and Acorda Therapeutics, Inc. or its affiliates.

Affiliate shall mean, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such Person. For purposes of this Agreement, "control" shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise (and the terms "controlled by" and "under common control with" shall have correlative meanings). For purposes of Section 7 of this Agreement, APIL shall not be treated as an Affiliate of Purchaser, and Purchaser shall not be treated as an Affiliate of APIL.

BiDil Products shall mean BiDil XR™, a fixed dose combination of hydralazine hydrochloride and isosorbide dinitrate, and any other pharmaceutical products that may be licensed by APIL pursuant to the NitroMed Agreements.

Controlled shall mean with respect to any intellectual property, that APIL, in whole or in part, owns or has a license to such intellectual property and has the ability to grant a license or a sublicense, as applicable, or to otherwise disclose proprietary or trade secret information, to Purchaser or its sublicensees, without paying any consideration to any third party and without either misappropriating the proprietary or trade secret information of a third party or violating the terms of any agreement or other arrangement with any third party existing and in effect at the time APIL would be required to grant Purchaser or its sublicensees such license or sublicense.

Focalin Agreements shall mean: (i) Preliminary Development Agreement between APIL and Novartis Pharma AG dated September 21, 2001; (ii) License and Supply Agreement between APIL and Novartis Pharma AG dated December 17, 2004, as amended; and (iii) any related ancillary agreements between APIL and Novartis Pharma AG or its affiliates.

Focalin Products shall mean Focalin XR®, an extended-release oral formulation of dexmethylphenidate, and any other pharmaceutical products that may be licensed by APIL pursuant to the Focalin Agreements.

Know-How shall mean all proprietary data, information, knowledge, know-how, inventions, discoveries, trade secrets, processes, techniques, strategies, methods, practices, skills, experience, documents, apparatus, devices, assays, screens, databases (including safety databases), database structures and data analysis methods, compositions, materials, methods, formulas, improvements, clinical and non-clinical study reports, test data including pharmacological, biological, chemical, biochemical, toxicological, and clinical test data, analytical and quality control data, stability data, studies and procedures.

Licensed Trademarks shall mean APIL's trademarks (i) NanoCrystal®, (ii) SODAS®, (iii) CODAS® and (iv) BeadTek™, application and registration details for which, as of the Effective Date, are set out in Exhibit B-2 hereto.

Meloxicam IV/IM shall mean an aqueous extended-release formulation of the selective COX-2 inhibitor non-steroidal anti-inflammatory drug meloxicam that has been developed by APIL using NanoCrystal Technology, including an intravenous or intramuscular form existing as of the Effective Date.

Meloxicam Parenteral Formulation shall mean a parenteral formulation of the selective COX-2 inhibitor non-steroidal anti-inflammatory drug meloxicam developed at any time on or after the Effective Date by or on behalf of Purchaser using NanoCrystal Technology. For the avoidance of doubt, the Meloxicam Parenteral Formulation shall not be deemed to include Meloxicam IV/IM.

Merck Agreement shall mean the Technology Transfer and License Agreement between APIL and Merck & Co, Inc. dated July 26, 1999, as amended.

NanoCrystal Technology shall mean APIL's proprietary technology comprising:

a. nanoparticulate dispersions of compounds stabilized against particle growth or agglomeration, and materials, methods and equipment used for making such dispersions; and

b. formulations, including finished formulations incorporating or derived from such dispersions, and materials, methods and equipment used for making such dispersions, provided such formulations, materials, methods and equipment are for the maintenance and control of (i) nanoparticulate size of the nanoparticulate component; (ii) redispersability of the nanoparticle nanoparticulate component

in biological fluids; (iii) the rate of release or delivery of the nanoparticle nanoparticulate component *in vivo*; or (iv) the anatomical site of release of the nanoparticle nanoparticulate component from the finished dosage form of a pharmaceutical product.

Nanotechnology IP shall mean the Nanotechnology Know-How and the Nanotechnology Patents.

Nanotechnology Know-How shall mean any Know-How Controlled by APIL as of the Effective Date relating to Meloxicam IV/IM.

Nanotechnology Patents shall mean all patents and patent applications owned by APIL as of the Effective Date and listed in Exhibit A-2 hereto (which for purposes of this Agreement shall include certificates of invention and applications for such certificates), together with any patents resulting therefrom, including any divisionals, continuations, continuations-in-part, substitutions, reissues, re-examinations, revalidations, extensions (including pediatric exclusivity patent extensions), registrations, supplementary protection certificates, renewals, and foreign equivalents of any such patents or patent applications.

NitroMed Agreements shall mean (i) License Agreement between APIL and NitroMed, Inc. dated February 9, 2007; and (ii) any related ancillary agreements between APIL and NitroMed, Inc. or its affiliates.

OCR IP shall mean the OCR Know-How and the OCR Patents.

OCR Know-How shall mean any Know-How Controlled by APIL as of the Effective Date relating to OCR Technology.

OCR Patents shall mean all patents and patent applications owned by APIL as of the Effective Date and listed in Exhibit A-3 hereto, (which for purposes of this Agreement shall include certificates of invention and applications for such certificates), together with any patents resulting therefrom, including any divisionals, continuations, continuations-in-part, substitutions, reissues, re-examinations, revalidations, extensions (including pediatric exclusivity patent extensions), registrations, supplementary protection certificates, renewals, and foreign equivalents of any such patents or patent applications.

OCR Technology shall mean (i) APIL's proprietary oral controlled release SODAS® (Spheroidal Oral Drug Absorption System) technology comprising a multiparticulate drug delivery system based on the production of controlled-release beads typically of approximately 1 to 2 mm in diameter containing drug plus excipients coated with product-specific modified-release polymers to achieve varying degrees of modified release depending upon the required release profile for any particular product; control of drug release may be a result of the use of pH-dependent or independent coatings and a single polymer system or a combination of polymers. Once produced, the coated beads are formulated into the final dosage form; and (ii) APIL's formulation technology based on the production of a population of coated beads containing a gelling agent plus excipients. These gelling agent-containing beads are designed for abuse deterrent formulations and do not contain any drug. **OCR Technology** excludes APIL Know-How relating to alcohol dose dumping.

Paladin Agreements shall mean (i) License and Distribution Agreement between APIL and Paladin Labs Inc. dated May 12, 2011; and (ii) any related ancillary agreements between APIL and Paladin Labs Inc. or its affiliates.

Paladin Patents shall mean all patents and patent applications licensed by APIL to Paladin as of the Effective Date pursuant to the Paladin Agreements, including those listed in Exhibit A-5 hereto.

Paladin Products shall mean any pharmaceutical products that may be licensed by APIL pursuant to the Paladin Agreements.

Person shall mean a person, corporation, partnership, limited liability company, joint venture, trust or other entity or organization.

Ritalin Agreements shall mean (i) Development, License and Supply Agreement between APIL and Novartis Pharmaceuticals Corporation dated December 17, 1997, as amended; and (ii) any related ancillary agreements between APIL and Novartis Pharmaceuticals Corporation or its affiliates.

Ritalin Products shall mean Ritalin SR®, a sustained-release oral formulation of methylphenidate, and any other pharmaceutical products that may be licensed by APIL pursuant to the Ritalin Agreements.

Transferred Agreements shall mean: (i) the Focalin Agreements; (ii) the Ritalin Agreements; (iii) the Paladin Agreements; (iv) the Verapamil Agreements; (v) the Zogenix Agreements; (vi) the NitroMed Agreements; and (vii) the Transferred License and Settlement Agreements.

Transferred IP shall mean (i) the Transferred Patents and (ii) the Transferred Trademarks, in each case, together with: (a) the right to claim priority under the Paris Convention and any other similar provision of national or international law, (b) the right to sue and recover damages or other compensation or equitable relief for past, present or future infringement, misappropriation or violation thereof, and (c) the right to fully and entirely stand in the place of APIL in all matters related thereto.

Transferred License and Settlement Agreements shall mean those License Agreements and Settlement Agreements as listed in Exhibit C hereto.

Transferred Patents shall mean (i) the Paladin Patents, (ii) the Zogenix Patents; and (iii) all patents and patent applications owned by APIL as of the Effective Date and listed in Exhibit A-1 hereto (the patents and patent applications listed in subsections A-1.5, A-1.6 and A-1.7 of Exhibit A-1 being described as the "Grant-Back Patents") (which for purposes of this Agreement shall include for the patents and patent applications described in each of clauses (i), (ii), and (iii), the certificates of invention and applications for such certificates), together with (for the patents and patent applications described in each of clauses (i), (ii) and (iii)) any patents resulting therefrom, including any divisionals, continuations, continuations-in-part, substitutions, reissues, re-examinations, revalidations, extensions (including pediatric exclusivity patent extensions), registrations, supplementary protection certificates, renewals, and foreign equivalents of any such patents or patent applications.

Transferred Trademarks shall mean the Verelan trademark owned by APIL used with respect to Verapamil Products as of the Effective Date, related registrations as listed in Exhibit B-1 hereto, and the goodwill associated therewith.

Verapamil Agreements shall mean (i) License and Supply Agreement between APIL and Kremers Urban Pharmaceuticals, Inc. dated January 1, 2014; (ii) Amended and Restated License and Supply Agreement between APIL and Watson Laboratories, Inc. dated June 26, 2003, as amended; and (iii) any related ancillary agreements between APIL and either Kremers Urban Pharmaceuticals, Inc. or its affiliates or Watson Laboratories, Inc. or its affiliates.

Verapamil Products shall mean any sustained-release oral formulations of verapamil hydrochloride and any other pharmaceutical products that may be licensed by APIL pursuant to the Verapamil Agreements.

Zanaflex Agreements shall mean (i) Asset Purchase Agreement between APIL and Acorda Therapeutics, Inc. dated July 21, 2004; (ii) Supply Agreement between APIL and Acorda Therapeutics, Inc. dated July 21, 2004; and (iii) any related ancillary agreements between APIL and Zogenix, Inc. or its affiliates.

Zogenix Agreements shall mean: (i) License Agreement between APIL and Zogenix, Inc. dated November 27, 2007, as amended; (ii) Development and Clinical Supply Agreement between APIL and Zogenix, Inc. dated December 20, 2007; (iii) Commercial Manufacturing and Supply Agreement between APIL and Zogenix, Inc. dated November 2, 2012; and (iv) Second Generation (ZX004)Commercial Manufacturing and Supply Agreement between Daravita Limited and Zogenix, Inc. dated March 5, 2015 (v) any related ancillary agreements between APIL and Zogenix, Inc. or its affiliates.

Zogenix Patents shall mean all patents and patent applications licensed by APIL to Zogenix as of the Effective Date pursuant to the Zogenix Agreements, including those listed in Exhibit A-4 hereto.

Zogenix Products shall mean Zohydro™ ER, an extended-release oral formulation of hydrocodone bitartrate, and any other pharmaceutical products that may be licensed by APIL pursuant to the Zogenix Agreements.

2. Transfer of Transferred IP.

a. Transferred IP. Subject to the terms and conditions of this Agreement, effective the Effective Date, APIL hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts from APIL, all of APIL's right, title and interest on the Effective Date throughout the world in and to the Transferred IP.

b. Licenses Back of Paladin Patents and Zogenix Patents. Subject to the terms and conditions of this Agreement, effective the Effective Date, Purchaser hereby grants APIL a non-exclusive, worldwide license under the Grant-Back Patents, the Paladin Patents and the Zogenix Patents, with the right to sublicense, to develop, make, have made, use, sell, offer to sell and import pharmaceutical products for the treatment of any human disease, disorder or condition, subject to the Paladin Agreements, the Zogenix Agreements, the Focalin Agreements and the Ritalin Agreements. Subject to the terms and conditions of this Agreement, Purchaser hereby also grants APIL an exclusive, worldwide license under the Grant-Back Patents, the Paladin Patents and the Zogenix Patents, with the right to sublicense, to develop, make, have made, use, sell, offer to sell and import any pharmaceutical products licensed, supplied or developed under the Acorda Agreements. Notwithstanding anything to the contrary contained in this Agreement, the parties hereby agree that all of the licenses granted by Purchaser to APIL under this Section 2(b) shall extend until the expiration or invalidation of all Grant-Back Patents, Paladin Patents and Zogenix Patents.

c. Transfer of Transferred Patents. After the Effective Date, APIL shall execute, or procure the execution of, such formal documents of sale and/or assignment as are required consistent with the terms and conditions of this Agreement to formally record the change of title to the Transferred Patents to Purchaser in a timely manner.

d. Transfer of Transferred Trademarks. After the Effective Date, APIL shall execute, or procure the execution of, such formal documents of sale and/or assignment as are required consistent with the terms and conditions of this Agreement to formally record the change of title to the Transferred Trademarks to Purchaser in a timely manner.

e. Prosecution and Enforcement. Purchaser shall have the right to file, prosecute (including any oppositions, appeals, prosecution before the U.S. Patent Office and Patent Trial and Appeal Board, as well as post-grant procedures such as, for example, interference proceedings, Inter Partes Review, Post Grant Review, re-examination, reissue, and derivation procedures) and maintain ("Prosecute") and defend and enforce ("Enforce," and collectively, "Prosecute and Enforce") the Transferred Patents at its sole discretion and cost and expense. Purchaser shall keep APIL reasonably informed of activities undertaken to Prosecute and Enforce the Transferred Patents and provide APIL with copies of material correspondence and filings relating to activities undertaken to Prosecute and Enforce the Transferred Patents.

3. License.

a. Nanotechnology License. Subject to the terms and conditions of this Agreement, effective the Effective Date, APIL hereby grants Purchaser an exclusive, worldwide license under the Nanotechnology IP, with the right to sublicense, to develop, make, have made, use, sell, offer to sell and import Meloxicam IV/IM and Meloxicam Parenteral Formulation for the treatment of any human disease, disorder or condition, subject to the Merck Agreement. Notwithstanding anything to the contrary contained in this Agreement, the parties hereby agree that all of the licenses and rights granted by APIL to Purchaser under this Section 3(a) shall be perpetual, unless terminated pursuant to the provisions of Exhibit D hereto.

b. OCR Licenses. Subject to the terms and conditions of this Agreement, the Acorda Agreements and the Zanaflex Agreements, effective the Effective Date, APIL hereby grants Purchaser a non-exclusive, worldwide license under the OCR IP, with the right to sublicense, to develop, make, have made, use, sell, offer to sell and import pharmaceutical products for the treatment of any human disease, disorder or condition. Subject to the terms and conditions of this Agreement, effective the Effective Date, APIL hereby also grants Purchaser an exclusive, worldwide license under the OCR IP, with the right to sublicense, to develop, make, have made, use, sell, offer to sell and import the BiDil Products, the Focalin Products, the Ritalin Products, the Paladin Products, the Verapamil Products and the Zogenix Products. Notwithstanding anything to the contrary contained in this Agreement, the parties hereby agree that all of the licenses and rights granted by APIL to Purchaser under this Section 3(b) shall be perpetual, unless terminated pursuant to the provisions of Exhibit D hereto.

c. Abuse Resistant Patents License. Subject to the terms and conditions of this Agreement, effective the Effective Date, APIL hereby grants Purchaser an exclusive, worldwide license under the Abuse Resistant Patents, with the right to sublicense, to develop, make, have made, use, sell, offer to sell and import the Paladin Products and the Zogenix Products. Notwithstanding anything to the contrary contained in this Agreement, the parties hereby agree that all of the licenses granted by APIL to Purchaser under this Section 3(c) shall extend until the expiration or invalidation of all Abuse Resistant Patents.

d. Delivery of Licensed Know-How. Promptly following the Effective Date, APIL shall make available to Purchaser the Nanotechnology Know-How and the OCR Know-How in an orderly fashion and in a manner such that the value of such Know-How is preserved in all material respects.

e. Trademark License. Subject to the terms and conditions of this Agreement, effective the Effective Date, APIL hereby grants Purchaser a non-exclusive, worldwide license to use the Licensed Trademarks for the advertising, promotion, marketing, distribution and sale of pharmaceutical products covered by the licenses granted in Sections 3(a), (b) and (c) hereof. Purchaser shall have the right to grant sublicenses under the foregoing non-exclusive license to its sublicensees under Sections 3(a), (b) and (c) hereof, subject to the provisions of this Section 3(e). Purchaser hereby acknowledges APIL's exclusive

right, title and interest in and to the Licensed Trademarks and agrees that Purchaser and its sublicensees will not at any time do, or cause to be done, any act or thing contesting or in any way intending to impair the validity of and/or APIL's exclusive right, title and interest in and to the Licensed Trademarks. Purchaser and its sublicensees will not in any manner represent that they own the Licensed Trademarks, and Purchaser hereby acknowledges that use of the Licensed Trademarks as set forth in this Section 3(e) shall not create any rights, title or interest in or to the Licensed Trademarks in favor of Purchaser or its sublicensees, but that all use of the Licensed Trademarks by Purchaser and its sublicensees shall inure to the benefit of APIL. Purchaser shall submit to APIL for its review and approval samples of any proposed use of the Licensed Trademarks at least fifteen (15) days prior to such use by Purchaser. APIL shall review any proposed use of the Licensed Trademarks within fifteen (15) days of Purchaser's written request, and if APIL does not either approve or decline to approve such use within such 15-day period, such use shall be automatically deemed approved. Any such approval shall be deemed to be approval of the same or similar uses of the Licensed Trademarks thereafter. APIL shall not unreasonably withhold, delay or condition any such approval request by Purchaser.

f. Prosecution. APIL shall have the right to Prosecute any issued patent or pending patent application within the Nanotechnology Patents, the OCR Patents, and the Abuse Resistant Patents at its sole discretion and cost and expense. APIL shall keep Purchaser reasonably informed of all activities during the course of such prosecution and provide Purchaser with copies of material correspondence and filings relating to such activities. At APIL's request and expense, Purchaser will cooperate to Prosecute the Nanotechnology Patents, the OCR Patents and the Abuse Resistant Patents. Without prejudice to the generality of the foregoing sentence, Purchaser shall keep APIL reasonably informed from time-to-time of activities relating to Zogenix Products that are encompassed by the Abuse Resistant Patents and shall reasonably allow APIL to use data and information generated by Purchaser relating to such Zogenix Products to Prosecute the Abuse Resistant Patents.

If in addition to APIL's activities to Prosecute the Abuse Resistant Patents and the Nanotechnology Patents, Purchaser wishes with respect to any Abuse Resistant Patent or any Nanotechnology Patent listed in subsection A-2.6 of Exhibit A-1 to have a divisional, continuation or continuation-in-part application filed that solely claims a compound, composition, method of making or method of using compounds or compositions within the scope of Purchaser's exclusive license hereunder, then Purchaser shall notify APIL and, subject to APIL's approval, which shall not unreasonably withheld, delayed or conditioned, APIL will use commercially reasonable efforts to Prosecute such patent application, at Purchaser's cost and expense. Promptly upon receipt, APIL will provide Purchaser with all patent office documents relating to such prosecution, and will also provide drafts of responses to office actions and other substantive filings with any patent office regarding such patent application sufficiently in advance of their submission to enable review and comment by Purchaser. APIL will consider in good faith all comments timely made by Purchaser.

g. Enforcement. APIL shall have the first right to Enforce any issued patent within the Nanotechnology Patents, the OCR Patents, or the Abuse Resistant Patents. To the extent necessary, Purchaser will cooperate with APIL, at APIL's cost and expense, to carry out such enforcement, including joining as a party. All costs and expenses of such enforcement action will be borne by APIL, and APIL shall retain any recovery from such an enforcement action. Notwithstanding the foregoing, Purchaser may voluntarily join such enforcement action if the action pertains to an Infringing Activity (as defined below), subject to APIL's right to control such action. Where Purchaser so joins such an enforcement action, Purchaser and APIL will share all costs and expenses thereof equally and will also share any recovery from such action equally. APIL shall not enter into any settlement agreement that would materially harm Purchaser's rights pursuant to this Agreement without Purchaser's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Both APIL and Purchaser shall promptly notify the

other party, as applicable, of any infringing activity of which they are aware with respect to any of the Nanotechnology Patents, OCR Patents, and/or Abuse Resistant Patents within the scope of an exclusive license granted to Purchaser pursuant to this Agreement to the Meloxicam Parenteral Formulation, Meloxicam IV/IM, the BiDil Products, the Focalin Products, the Ritalin Products, the Paladin Products, the Verapamil Products or the Zogenix Products (an "Infringing Activity").

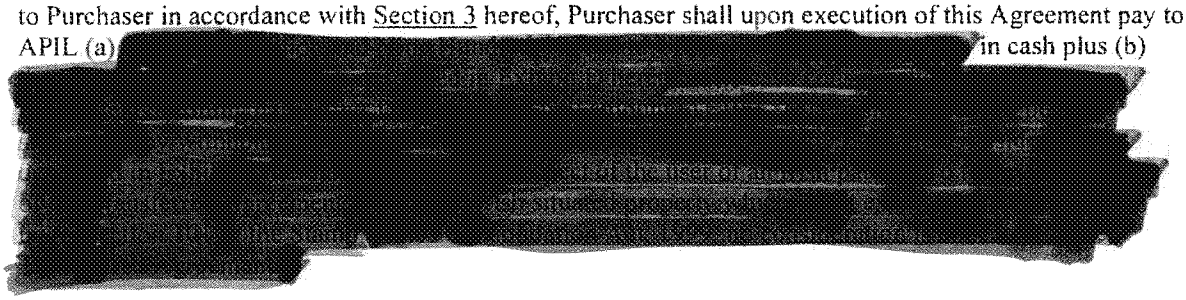
To the extent that APIL declines to Enforce any such issued patent within the Nanotechnology Patents, the OCR Patents, or the Abuse Resistant Patents with respect to an Infringing Activity, Purchaser shall have the option to Enforce such patent, at its own cost and expense, provided that Purchaser can demonstrate to APIL's reasonable satisfaction that (i) Purchaser is contractually obligated under a Transferred Agreement to Enforce, or to allow the counterparty to such Transferred Agreement to Enforce, such patent with respect to such Infringing Activity or (ii) (A) permitting the Infringing Activity would have a materially adverse effect on Purchaser's and its sublicensees' sales of the product exclusively licensed under such patent, and (B) based on a due care determination, including obtaining competent legal advice, the Infringing Activity exists. In such cases, Purchaser will have sole control of such enforcement at its cost and expense. To the extent necessary, APIL will cooperate with Purchaser, at Purchaser's cost and expense, to carry out such enforcement, including joining as a party. APIL shall also have the right, at its option and its cost and expense, to join in any such enforcement action taken by Purchaser, subject to Purchaser's right to control such action. Any recovery from an enforcement action involving a patent within the Abuse Resistant Patents shall belong solely to Purchaser. For any recovery from an enforcement action involving a patent within the Nanotechnology Patents or OCR Patents, APIL shall be entitled to fifty percent (50%) of such recovery, provided however, that fifty percent (50%) of the legal fees, costs and expenses of such enforcement action incurred by Purchaser shall be deducted from APIL's portion of the recovery. Purchaser shall not enter into any settlement agreement regarding the Nanotechnology Patents, OCR Patents, or Abuse Resistant Patents without APIL's prior written consent which shall not be unreasonably withheld, delayed or conditioned.

The Parties agree that with respect to Purchaser's obligations to Zogenix, Inc. under the Zogenix Agreements the Abuse Resistant Patents shall be deemed to be "Elan Patents" (pursuant to clause (d) of the definition of Elan Patents under the License Agreement between APIL and Zogenix, Inc. dated November 27, 2007, as amended).

4. Transferred Agreements. Subject to the terms and conditions of this Agreement, effective the Effective Date, APIL hereby assigns to Purchaser APIL's rights, and Purchaser hereby assumes APIL's obligations, under the Transferred Agreements, if such Transferred Agreements are assignable at such time, except to the extent such rights and obligations relate to performance or non-performance under the Transferred Agreements on or prior to the Effective Date. On the Effective Date and thereafter from time to time until all Transferred Agreements are assigned, APIL shall transfer to Purchaser copies of the Transferred Agreements and such information in APIL's possession as is reasonably necessary to continue conducting business under such Transferred Agreements. If any Transferred Agreement is not assignable as of the Effective Date, APIL shall use commercially reasonable efforts to seek the consent of the applicable third party(ies) to assign such Transferred Agreement to Purchaser and, if and when such consent(s) are obtained, Purchaser shall be assigned APIL's rights and shall assume APIL's obligations under such Transferred Agreement, except to the extent such rights and obligations relate to performance or non-performance under the Transferred Agreement on or prior to the Effective Date. To the extent permitted by applicable law and by the terms of the applicable Transferred Agreement, any Transferred Agreement that is not assignable to Purchaser as of the Effective Date shall be held, as of and from the Effective Date, by APIL for the benefit and burden of Purchaser and the covenants and obligations thereunder shall be fully performed by Purchaser on APIL's behalf and all rights, liabilities and obligations existing thereunder, as of and from the Effective Date, shall be for Purchaser's account. To

the extent permitted by applicable law and by the terms of the applicable Transferred Agreement, APIL shall take or cause to be taken, at Purchaser's expense, such actions as Purchaser may reasonably request which are required to be taken in order to provide Purchaser with the benefits and burdens of the Transferred Agreements that are not assignable as of the Effective Date. From and after the Effective Date, without Purchaser's prior consent, and subject to Purchaser's compliance with APIL's obligations under the applicable Transferred Agreement that are not assignable as of the Effective Date, APIL shall not take, permit to be taken or omit to take any action, in each case, within APIL's reasonable control, which would give the counterparty to such Transferred Agreement the right to terminate such Transferred Agreement or which would alter any of APIL's rights or obligations under such Transferred Agreement in a manner that would materially adversely affect Purchaser's rights and benefits under this Agreement. In the event Purchaser fails to substantially comply with APIL's obligations under a Transferred Agreement that is not assignable as of the Effective Date or the counterparty to such Transferred Agreement gives notice of a breach or default under such Transferred Agreement in connection with Purchaser's failure to comply with APIL's obligations under such Transferred Agreement, then APIL shall have the right to take action to terminate such Agreement. APIL shall promptly pay over to Purchaser the amount of all payments received by it in respect of all such Transferred Agreements not assigned as of the Effective Date, to the extent such payments relate to performance after the Effective Date, net of any costs and expenses of APIL related to providing Purchaser with the benefits and burdens of such Transferred Agreements and net of any taxes incurred by APIL related to the provision of such benefits and burdens to Purchaser and the receipt of payments under such Transferred Agreements.

5. Consideration. In consideration of APIL's transfer of the Transferred IP and Transferred Agreements to Purchaser in accordance with Sections 2 and 4 hereof and the grant by APIL of the licenses to Purchaser in accordance with Section 3 hereof, Purchaser shall upon execution of this Agreement pay to APIL (a) [redacted] in cash plus (b)



6. Warranties. APIL hereby represents and warrants to Purchaser as of the Effective Date as follows:

(a) Corporate Existence and Power. APIL is a corporation duly organized and validly existing under the laws of Ireland, and has all requisite power and authority to own and operate its properties and to carry on its business as now conducted.

(b) Authority and Binding Agreement. APIL has the corporate power and authority to enter into this Agreement and perform its obligations hereunder. APIL has taken all necessary corporate action on its part required to authorize the execution and delivery of the Agreement and the performance of its obligations hereunder. The Agreement has been duly executed and delivered by APIL and constitutes a legal, valid and binding obligation of APIL that is enforceable against it in accordance with its terms; except as enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equitable principles and public policy constraints (including those pertaining to limitations and/or exclusions of liability, competition law, penalties and jurisdictional issues including conflicts of law).

(c) No Conflict. The execution, delivery and performance of this Agreement by APIL does not conflict with, and would not result in a breach or violation of or constitute a default under (i) any material agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound; (ii) the provisions of its charter or operative documents or bylaws; or (iii) any material applicable law, or any judgment, decree or order of any court, governmental body or administrative or other agency having jurisdiction over it.

Each party acknowledges and agrees that the provisions of this Section 7 are reasonable and necessary to protect the legitimate business interests of the other party, including without limitation such party's confidential information and goodwill. Each party agrees, and shall not contest, that the other party's remedies at law for any breach or threat of breach by such party or its Affiliates of the provisions of this Section 7 will be inadequate, and that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Section 7 and to enforce specifically such terms and provisions, in addition to any other remedy to which the other party may be entitled at law or in equity. The restrictive covenants contained in this Section 7 are covenants independent of any other provision of this Agreement or other agreement between the parties and the existence of any claim which a party may allege against another party under any provision of this Agreement, any other agreement, or otherwise will not prevent the enforcement of the covenants in this Section 7. If any of the provisions contained in this Section 7 shall for any reason be held to be excessively broad as to duration, scope, activity or subject, then such provision shall be construed by limited and reducing it, so as to be valid and enforceable to the extent compatible with applicable law or the determination by a court of competent jurisdiction. The parties agree and intend that a party's obligations under this Section 7 will be tolled during any period that such party is found to be in breach of any of the obligations under this Section 7, so that the other party is provided with the full benefit of the restrictive periods set forth herein.

8. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN SECTION 6 OF THIS AGREEMENT, NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN SECTION 6 OF THIS AGREEMENT, APIL MAKES NO REPRESENTATION, GUARANTY OR WARRANTY IN THIS AGREEMENT REGARDING THE

TRANSFERRED IP, TRANSFERRED AGREEMENTS, NANOTECHNOLOGY IP, OCR IP, ABUSE RESISTANT PATENTS AND LICENSED TRADEMARKS, INCLUDING, WITHOUT LIMITATION, AS TO THE CONDITION OF TITLE, ENFORCEABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY, REGISTRABILITY, NON-INFRINGEMENT OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW.

9. Further Assurances. APIL shall use reasonable efforts to take actions and execute and deliver documents that Purchaser may reasonably request to effect the terms of this Agreement, to perfect Purchaser's title in and to the Transferred IP and to assign the Transferred Agreements.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principles, statutory provisions or other rules of choice of law that would require the application of the laws of a different state or country.

11. Entire Agreement; Modification. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and thereof and supersedes all prior and contemporaneous negotiations, agreements, representations, understandings and commitments between the parties with respect thereto. There shall be no amendments or modifications to this Agreement, except by a written document referencing this Agreement which is signed by both parties.

12. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement as of the date first set forth above.

ALKERMES PHARMA IRELAND LIMITED

By _____
Name: RICHIE PAUL
Title: DIRECTOR

[Signature Page to Asset Transfer and License Agreement]

DV TECHNOLOGY LLC

By _____
Name: David Gaffin
Title: Manager

[Signature Page to Asset Transfer and License Agreement]

Exhibit A-1
Transferred Patents

A-1.1 "Reduction of Intravenously Administered Nanoparticulate-Formulation-Induced Adverse Physiological Reactions"

APIL Ref.	Case Type	Country	Application No.	Filing Date	Status	Patent / Publication No.	Normal Expiry Date
01.0056.US	ORD	United States	08/696,754	14 Aug 1996	Granted	5,834,025	14 Aug 2016
01.0056.US	REI	United States	12/027,100	06-Feb-2008	Granted	RE41,884 E	14-Aug-2016
03.0056.CA	PCT	Canada	2232879	25-Sep-1996	Granted	2232879	25-Sep-2016
03.0056.EP	DIV *	European Patent Convention	2010181619.7	29-Sep-2010	Pending	2 275 094 A	25-Sep-2016

* Divisional from EP 96932321.1 (EP 0 859 604)

A-1.2 "Nanoparticulate Compositions Having Lysozyme as a Surface Stabilizer"

APIL Ref.	Case Type	Country	Application No.	Filing Date	Status	Patent No.	Normal Expiry Date
01.0083.US	ORD	United States	10/357,514	04-Feb-2003	Granted	7459283	10-Jul-2026
01.0083.US	CON	United States	12/292,091	12-Nov-2008	Granted	8323641	04-Feb-2023
01.0083.US	CON	United States	13/693,858	04-Dec-2012	Granted	8652464	12-Nov-2028
	CON	United States	14/182,097	17-Feb-2014	Pending		
03.0083.AT	PCT	Austria	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.BE	PCT	Belgium	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.BG	PCT	Bulgaria	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.CA	PCT	Canada	2475092	04-Feb-2003	Granted	2475092	04-Feb-2023
03.0083.CZ	PCT	Czech Republic	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.DK	PCT	Denmark	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.EP	EPC	European Patent	03737537.5	04-Feb-2003	Granted	1 471 887	

		Convention					
03.0083.FI	PCT	Finland	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.FR	PCT	France	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.DE	PCT	Germany	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.GR	PCT	Greece	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.HU	PCT	Hungary	EP Validation	04-Feb-2003	Granted	E008527	04-Feb-2023
03.0083.IE	PCT	Ireland	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.IT	PCT	Italy	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.JP	PCT	Japan	2003-565446	04-Feb-2003	Granted	4598399	04-Feb-2023
03.0083.NL	PCT	Netherlands	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.PT	PCT	Portugal	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.SK	PCT	Slovakia	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.ES	PCT	Spain	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.SE	PCT	Sweden	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.CH/ LI	PCT	Switzerland / Liechtenstein	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023
03.0083.GB	PCT	United Kingdom	EP Validation	04-Feb-2003	Granted	1 471 887	04-Feb-2023

A-1.3 "Nanoparticulate Meloxicam Formulations"

APIL Ref.	Case Type	Country	Application No.	Filing Date	Status	Patent / Publication No.	Normal Expiry Date
01.0099.US	ORD	US	10/784,900	24-Feb-2004	Granted	8512727	25-Dec-2022
01.0099.US	CON	US	13/941,076	12-Jul-2013	Pending		
03.0099.BE	PCT	Belgium	EP Validation	24-Feb-2004	Granted	1 617 816	24-Feb-2024
03.0099.CA	PCT	Canada	2517679	24-Feb-2004	Allowed	2517679	24-Feb-2024
03.0099.EP	PCT	European Patent Convention	04785761.0	24-Feb-2004	Granted	1 617 816	24-Feb-2024
03.0099.EP	DIV	European Patent Convention	08006465.2		Pending	1 938 803 A	24-Feb-2024
03.0099.FR	PCT	France	EP Validation	24-Feb-2004	Granted	1 617 816	24-Feb-2024

03.0099.DE	PCT	Germany	EP Validation	24-Feb-2004	Granted	1 617 816	24-Feb-2024
03.0099.HU	PCT	Hungary	EP Validation	24-Feb-2004	Granted	E005977	24-Feb-2024
03.0099.IE	PCT	Ireland	EP Validation	24-Feb-2004	Granted	1 617 816	24-Feb-2024
03.0099.IT	PCT	Italy	EP Validation	24-Feb-2004	Granted	1 617 816	24-Feb-2024
03.0099.JP	PCT	Japan	2006-532300	27-Feb-2004	Granted	4891774	27-Feb-2024
03.0099.JP	DIV	Japan	2010-233858	27-Feb-2004	Granted	5548092	27-Feb-2024
03.0099.ES	PCT	Spain	EP Validation	24-Feb-2004	Granted	1 617 816	24-Feb-2024
03.0099.CH/LI	PCT	Switzerland / Liechtenstein	EP Validation	24-Feb-2004	Granted	1 617 816	24-Feb-2024
03.0099.GB	PCT	United Kingdom	EP Validation	24-Feb-2004	Granted	1 617 816	24-Feb-2024

A-1.4 "Controlled Release Compositions Comprising a Combination of Isosorbide Dinitrate and Hydralazine Hydrochloride"

APIL Ref.	Case Type	Country	Application No.	Filing Date	Status	Patent / Publication No.	Normal Expiry Date
02.1007.US	CON	United States	13/606,915	7-Sep-2012	Granted	8,992,973	
02.1007.US	CON2	United States	14/638,984	04-Mar-2015	Pending	-	
04.1007.CA	ORD	Canada	2627951	26-Oct-2006	Pending	2627951 A	26-Oct-2026
04.1007.EP	ORD	European Patent Convention	20060826638	26-Oct-2006	Pending	1 951 210 A	26-Oct-2026

A-1.5 "Multiparticulate Modified Release Composition"

APIL Ref.	Case Type	Country	Application No.	Filing Date	Status	Patent / Publication No.	Normal Expiry Date
02.1816E.US	CON2	United States	09/850,425	07-May-2001	Granted	6730325	1-Nov-2019
02.1816E.US	CON4	United States	10/354,483	30-Jan-2003	Granted	6793936	1-Nov-2019
02.1816E.US	CON5	United States	10/827,689	19-Apr-2004	Pending	2004-0197405	1-Nov-2019

A-1.6 Case Number: 05.0082.US

Invention Title: COMPOSITIONS HAVING A COMBINATION OF IMMEDIATE RELEASE AND CONTROLLED RELEASE CHARACTERISTICS

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	2	ORD	Granted	10/268,928	11-Oct-2002	6,908,626	21-Jun-2005	25-Dec-2022

A-1.7 Case Number: 06.0082.

Invention Title: COMPOSITIONS HAVING A COMBINATION OF IMMEDIATE RELEASE AND CONTROLLED RELEASE CHARACTERISTICS

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
Austria		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	29-Aug-2007	11-Oct-2022
Belgium		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	29-Aug-2007	11-Oct-2022
Bulgaria		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912		11-Oct-2022
Canada		PCT	Granted	2,463,495	11-Oct-2002	2,463,495	24-May-2011	11-Oct-2022
Cyprus, Republic of		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	07-May-2010	11-Oct-2022
Czech Republic		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912		11-Oct-2022
Denmark		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912		11-Oct-2022
Estonia		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912		11-Oct-2022
European Patent Convention		PCT	Granted	02800993.4	11-Oct-2002	EP 1 443 912	29-Aug-2007	11-Oct-2022
Finland		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912		11-Oct-2022
France		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912		11-Oct-2022
Germany		EPC	Granted	02800993.4	11-Oct-2002	60222160.9		11-Oct-2022

Greece		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
Ireland		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
Italy		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
Japan	3	DIV	Published	2013-126534	11-Oct-2002		
Luxembourg		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
Monaco		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
Netherlands		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
Portugal		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
Slovakia		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
Spain		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
Sweden		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
Switzerland		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
Turkey		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022
United Kingdom		EPC	Granted	02800993.4	11-Oct-2002	EP 1 443 912	11-Oct-2022

Exhibit A-4
Zogenix Patents

A-4.1 "Multiparticulate Modified Release Composition" (hydrocodone ER) - US

APIL Ref.	Case Type	Country	Application No.	Filing Date	Status	Patent / Publication No.	Normal Expiry Date
02.1816E.US	CON	United States	09/566,636	08-May-2000	Granted	6228398	1-Nov-2019
02.1816E.US	CON3	United States	10/331,754	30-Dec-2002	Granted	6902742	1-Nov-2019
02.1816E.US	CIP	United States	11/372,857	10-Mar-2006	Pending	2006-0240105	1-Nov-2019

Exhibit A-5
Palladin Patents

A-5.1 "Multiparticulate Modified Release Composition" (hydrocodone ER) - Canada

APIL Ref.	Case Type	Country	Application No.	Filing Date	Status	Patent / Publication No.	Normal Expiry Date
04.1816E.CA	PCT	Canada	2348871	01-Nov-1999	Granted	2348871	1-Nov-2019
-	ORD	Canada	2872677	31-Jul-2013	Pending	2872677	31-Jul-2033