

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4592339

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|---|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | BUSINESS TRANSFER AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| DARAVITA LIMITED | 04/10/2015 |
| RECEIVING PARTY DATA | |
| Name: | ALKERMES PHARMA IRELAND LIMITED |
| Street Address: | CONNAUGHT HOUSE |
| Internal Address: | 1 BURLINGTON ROAD |
| City: | DUBLIN 4 |
| State/Country: | IRELAND |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 15017690 |
| CORRESPONDENCE DATA | |
| Fax Number: | (610)640-1965 |
| <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> | |
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| Correspondent Name: | PAUL K. LEGAARD, ESQ. |
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| Address Line 2: | STRADLEY RONON STEVENS & YOUNG, LLP |
| Address Line 4: | MALVERN, PENNSYLVANIA 19355-1481 |
| ATTORNEY DOCKET NUMBER: | 189109.01021 (3127) |
| NAME OF SUBMITTER: | CATHERINE HILL |
| SIGNATURE: | /Cathy1/ |
| DATE SIGNED: | 09/13/2017 |
| Total Attachments: 20 | |
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DATED: (〇) APRIL 2015

DARAVITA LIMITED
(Seller)

And

ALKERMES PHARMA IRELAND LIMITED
(Buyer)

BUSINESS TRANSFER AGREEMENT
for the purchase of assets relating to the controlled release drug development business of
DARAVITA LIMITED

ARTHUR COX

PATENT
REEL: 043845 FRAME: 0469

BETWEEN:

- (1) **DARAVITA LIMITED**, a private limited company incorporated in Ireland (registered number 513920) whose registered address is Connaught House, 1 Burlington Road, Dublin 4, Ireland ("**Daravita**" or the "**Seller**"); and
- (2) **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**" or the "**Buyer**").

RECITALS:

1. The Seller carries on the trade of exploiting and managing the Transferred IP, the Transferred Agreements and the Granted Licences (in respect of the Business) and is the owner of all of the assets which form part of the Business (all as defined below);
2. The Seller has agreed to sell to the Buyer, and the Buyer desires to purchase and acquire from the Seller, the Seller's controlled release drug development trade (the "**Business**"), including the Transferred IP, the Transferred Agreements, the Granted Licences, all Accounts Receivable (as defined below) and all trade liabilities and accruals in relation thereto subject to the terms and conditions set forth in this Agreement; and
3. The parties have agreed that, in accordance with the terms of a deed of termination to be entered on or about the same date as this Agreement, the Secondment Agreements will terminate, effective as of Completion.

IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, the following expressions shall have the following meanings:

"**Abuse Resistant Patent Licence**" shall mean the licence set out in section 3.f. (*Abuse Resistant Patent License*) of the May 2014 Transfer Agreement;

"**Accounts Receivable**" shall mean all accounts receivable due to the Seller arising out of the operation of the Business, together with any unpaid interest accrued thereon from the respective obligors and any security or collateral therefor;

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

"**Agreement**" shall mean this Business Transfer Agreement as amended, varied, supplemented, replaced or novated from time to time;

"**Completion**" shall mean completion of the sale and purchase of the Business pursuant to this Agreement;

"**Effective Date**" shall mean the date of this Agreement;

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

“**Granted Licences**” shall mean the Nanotechnology Licence, the OCR Licences, the Trademark Licence and the Abuse Resistant Patent Licence;

“**Ireland**” shall mean Ireland excluding Northern Ireland and Irish will be construed accordingly;

“**May 2014 Transfer Agreement**” shall mean the Intellectual Property Transfer and Licence Agreement dated 8 May 2014 between APIL and Daravita, as amended;

“**Nanotechnology Licence**” shall mean the licence set out in section 3.a. (*Nanotechnology License*) of the May 2014 Transfer Agreement;

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

“**OCR Licences**” shall mean the licences set out in section 3.b. (*OCR Licenses*) of the May 2014 Transfer Agreement;

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

“**Paladin Patents**” shall mean all patents and patent applications licensed by the Seller as of the Effective Date pursuant to the Paladin Agreements, including those listed in Schedule A-3 hereto;

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

“**Secondment Agreements**” shall mean the secondment agreements between APIL and Daravita dated 11 June 2014, as amended, in respect of the following individuals: (i) Phil Shanahan; (ii) Grace Doyle; (iii) Owen Tiernan; (iv) Sarah Carty; (v) Patricia Ponsonby; (vi) David O’Sullivan; and (vii) Gayle Bainbridge;

“**Trademark Licence**” shall mean the licence set out in section 3.d. (*Trademark License*) of the May 2014 Transfer Agreement;

“**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 the Seller in all matters related thereto;

“**Transferred License and Settlement Agreements**” shall mean those license agreements and settlement agreements as listed in Schedule C hereto;

“**Transferred Patents**” shall mean (i) the Paladin Patents, (ii) the Zogenix Patents; and (iii) all patents and patent applications owned by the Seller as of the Effective Date and listed in Schedule A-1 hereto (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 Daravita used with respect to Verapamil Products as of the Effective Date, related registrations as listed in Schedule B hereto, and the goodwill associated therewith;

“**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;

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

“**Zogenix Patents**” shall mean all patents and patent applications licensed by APIL or Daravita as of the Effective Date pursuant to the Zogenix Agreements, including those listed in Schedule A-2 hereto; and

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

1.2 Save where the contrary is indicated, any reference in this Agreement to:

- (a) a statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, amended or re-enacted;
- (b) words importing the plural include the singular and vice versa and words importing the masculine include the feminine and vice versa.

1.3 Clause and Schedule headings are for ease of reference only.

2. **Sale of Business**

2.1 **Sale and Purchase**

Subject to the terms of this Agreement, the Seller as legal and beneficial owner agrees to sell and the Buyer agrees to purchase all of the Seller's rights, title and interest in and to the Business.

2.2 **Consideration**

In consideration of the Seller's transfer of the Business to the Buyer in accordance with clauses 2 to 4 (inclusive) hereof, the Buyer shall

[REDACTED]

3. **Transfer of the Business**

3.1 Subject to the terms and conditions of this Agreement, effective on the Effective Date, on Completion, the Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer, and the Buyer hereby purchases, acquires and accepts from the Seller, all of the Seller's rights, title and interest on the Effective Date throughout the world in and to the Business, including the Transferred IP, the Accounts Receivable and the Transferred Agreements (subject to Section 4).

3.2 After the Effective Date, the Seller 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 the Buyer in a timely manner.

3.3 After the Effective Date, the Seller 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 the Buyer in a timely manner.

3.4 Subject to the terms and conditions of this Agreement, effective on the Effective Date, on Completion, the licences granted by the Buyer to the Seller pursuant to the Granted Licences shall be terminated, and the Seller shall have no further rights, title or interest thereunder.

3.5 On or about the same date as this Agreement, the Buyer shall enter into a deed of termination in respect of the Secondment Agreements, which will be effective as of Completion.

4. **Transferred Agreements**

4.1 Subject to the terms and conditions of this Agreement, effective on the Effective Date, the Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer the Seller's rights, and Buyer hereby assumes the Seller'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.

- 4.2 On the Effective Date and thereafter from time to time until all Transferred Agreements are assigned, the Seller shall transfer to Buyer copies of the Transferred Agreements and such information in the Seller'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, the Seller shall use commercially reasonable efforts to seek the consent of the applicable third party(ies) to assign such Transferred Agreement to Buyer and, if and when such consent(s) are obtained, Buyer shall be assigned the Seller's rights and shall assume the Seller'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.
- 4.3 To the extent permitted by applicable law and by the terms of the applicable Transferred Agreement, any Transferred Agreement that is not assignable to Buyer as of the Effective Date shall be held, as of and from the Effective Date, by the Seller for the benefit and burden of Buyer and the covenants and obligations thereunder shall be fully performed by Buyer on the Seller's behalf and all rights, liabilities and obligations existing thereunder, as of and from the Effective Date, shall be for Buyer's account.
- 4.4 To the extent permitted by applicable law and by the terms of the applicable Transferred Agreements, the Seller shall take or cause to be taken, at Buyer's expense, such actions as Buyer may reasonably request which are required to be taken in order to provide Buyer with the benefits and burdens of the Transferred Agreements that are not assignable as of the Effective Date.
- 4.5 From and after the Effective Date, without Buyer's prior consent, and subject to Buyer's compliance with the Seller's obligations under the applicable Transferred Agreement that are not assignable as of the Effective Date, the Seller shall not take, permit to be taken or omit to take any action, in each case, within the Seller'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 the Seller's rights or obligations under such Transferred Agreement in a manner that would materially adversely affect Buyer's rights and benefits under this Agreement.
- 4.6 In the event Buyer fails to substantially comply with the Seller'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 Buyer's failure to comply with the Seller's obligations under such Transferred Agreement, then the Seller shall have the right to take action to terminate such Agreement.
- 4.7 The Seller shall promptly pay over to Buyer 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 the Seller related to providing Buyer with the benefits and burdens of such Transferred Agreements and net of any taxes incurred by the Seller related to the provision of such benefits and burdens to Buyer and receipt of payments under such Transferred Agreements.

5. **Warranties**

5.1 Each of the parties represents and warrants to the other as of the Effective Date as follows:

- (a) It is a private limited company duly incorporated 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) It has the corporate power and authority to enter into this Agreement and perform its obligations hereunder. It has taken all necessary corporate action on its part required to authorise the execution and delivery of the Agreement and the performance of its obligations hereunder. The Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation that is enforceable against it in accordance with its terms; except as enforceability may be limited by liquidation, insolvency, bankruptcy, receivership, court protection, examinership, moratoria, reorganisation, reconstruction, company voluntary arrangements, fraud of creditors, fraudulent preference of creditors or similar or analogous laws whether in Ireland or elsewhere 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) Its execution, delivery and performance of this Agreement 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 memorandum and articles of association; 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.

6. **Miscellaneous Provisions**

6.1 **Severability**

All the terms and provisions of this Agreement are distinct and severable, and if any term or provision is held or declared to be unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it will to that extent only be deemed not to form part of this Agreement, and the enforceability, legality and validity of the remainder of this Agreement will not in any event be affected. The parties shall then use all reasonable endeavours to agree a term or provision to replace the unenforceable, illegal or void term or provision which is legal and enforceable and which has an effect that is near as possible to the intended effect of the term or provision to be replaced.

6.2 **Entire Agreement**

This Agreement (together with any documents to be executed pursuant to the terms of this Agreement) supersedes all prior representations, arrangements, understandings and agreements, and sets out the entire, complete and exclusive agreement and understanding between the parties. The rights of the Buyer under this Agreement are independent, cumulative and without prejudice to all other rights available to it whether as a matter of common law, statute, custom or otherwise.

6.3 Survival

The provisions of this Agreement which have not been performed at Completion will remain in full force and effect notwithstanding Completion.

6.4 Remedies Cumulative

The provisions of this Agreement and the rights and remedies of the parties are cumulative and are without prejudice and in addition to any rights or remedies which a party may have at law or in equity. The exercise by a party of any one right or remedy under this Agreement or at law or in equity will not (unless expressly otherwise provided in this Agreement or at law or in equity) operate so as to hinder or prevent the exercise by that party of any other right or remedy.

6.5 Waiver

Any liability to the Buyer under this Agreement may be wholly or partially released, varied, compounded or compromised by the Buyer in its absolute discretion as regards the Seller or any other party without in any way prejudicing or affecting its rights against any other party under the same or a similar liability, whether joint and several or otherwise. A waiver by the Buyer of any breach by any part of any of the terms, provisions or conditions of this Agreement, or the acquiescence of the Buyer in any act (whether commission or omission) which but for such acquiescence would be a breach, will not constitute a general waiver of the term, provision or condition or of any subsequent act which is inconsistent with it.

6.6 Notices

Any notice or other communication to be given or served under this Agreement shall be in writing, addressed to the relevant party and expressed to be a notice or communication under this Agreement and, without prejudice to the validity of another method of service, may be delivered or sent by pre-paid post or facsimile addressed to the recipient at the address given above or to its fax number at that address.

6.7 Counterparts

This Agreement may be executed in counterparts each of which when so executed will constitute an original but which together will evidence the same agreement. This Agreement may be executed and delivered by facsimile or other electronic transmission. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.8 Governing Law and Jurisdiction

This Agreement and all relationships created by it will in all respects be governed by and construed in accordance with the laws of Ireland. 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.

6.9 Succession and Assignment

This Agreement will be binding upon and enure for the benefit of the permitted assigns and, where applicable, successors in title, administrators, executors and personal representatives of the parties. The benefit of any provision of this Agreement may be enforced by the beneficial owners for the time being of the Business and, accordingly, the benefit of any provision in this Agreement may be assigned at any time and from time to time by the Buyer and its successors in title without the consent of the Seller.

6.10 Further Assurances

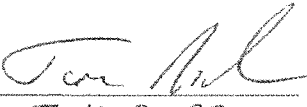
The Seller shall use reasonable efforts to take actions and execute and deliver documents that the Buyer may reasonably request to effect the terms of this Agreement, to perfect the Buyer's title in and to the Transferred IP and to assign the Transferred Agreements.

6.11 Variations

This Agreement may not be released, varied, discharged, amended or supplemented, except by an instrument in writing executed by each party or a duly authorised representative of each party.

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

DARAVITA LIMITED

By 
Name: TOM RIORDAN
Title: DIRECTOR

[Signature Page to Business Transfer Agreement]

PATENT
REEL: 043845 FRAME: 0478

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

ALKERMES PHARMA IRELAND LIMITED

By Richie Paul
Name: RICHIE PAUL
Title: DIRECTOR

[Signature Page to Business Transfer Agreement]

SCHEDULE

Business

Schedule 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 |
| 03.0083.AT | PCT | United States | 14/182,097 | 17-Feb-2014 | Pending | | |
| 03.0083.BE | PCT | Austria | EP Validation | 04-Feb-2003 | Granted | 1 471 887 | 04-Feb-2023 |
| 03.0083.BG | PCT | Belgium | EP Validation | 04-Feb-2003 | Granted | 1 471 887 | 04-Feb-2023 |
| 03.0083.CA | PCT | Bulgaria | EP Validation | 04-Feb-2003 | Granted | 1 471 887 | 04-Feb-2023 |
| 03.0083.CZ | PCT | Canada | 2475092 | 04-Feb-2003 | Granted | 2475092 | 04-Feb-2023 |
| 03.0083.DK | PCT | Czech Republic | EP Validation | 04-Feb-2003 | Granted | 1 471 887 | 04-Feb-2023 |
| 03.0083.EP | EPC | Denmark | EP Validation | 04-Feb-2003 | Granted | 1 471 887 | 04-Feb-2023 |
| | | European Patent Convention | 03737537.5 | 04-Feb-2003 | Granted | 1 471 887 | 04-Feb-2023 |
| 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 |

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|-------------------|-----|--------------------------------|---------------|-------------|---------|-----------|-------------|
| 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 | 10784,900 | 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 |

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|---------------|-----|--------------------------------|---------------|-------------|---------|-----------|-------------|
| 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 |

| Case Number: | 05.0082.US |
|-------------------------|---|
| <u>Invention Title:</u> | 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 |
|--------------------------|----------|-----------|---------|--------------------|-------------|---------------|-------------|-------------|
| United States of America | 2 | ORD | Granted | 10/268,928 | 11-Oct-2002 | 6,908,826 | 21-Jun-2005 | 25-Dec-2022 |

| Case Number: | 06.0092. |
|-------------------------|---|
| <u>Invention Title:</u> | COMPOSITIONS HAVING A COMBINATION OF IMMEDIATE RELEASE AND CONTROLLED RELEASE CHARACTERISTICS |

| Country | Date | Sub Case | Case Type | Status | Application Number | Filing Date | Patent Number | Issue Date | Expiration |
|----------------------------|------|----------|-----------|---------|--------------------|-------------|---------------|-------------|-------------|
| 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 | EP 1 443 912 | | 11-Oct-2022 |
| Greece | | | EPC | Granted | 02800993.4 | 11-Oct-2002 | 6022160.9 | | 11-Oct-2022 |
| | | | 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 | DIY | Published | 2013-125534 | 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 |

Schedule A-2
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 |

Schedule A-3
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 |

Schedule B
Transferred Trademarks

B-1.1 "VERELAN"

| APIL Ref. | Trademark | Country / Territory | Application No. | Filing Date | Registration No. | Registration Date |
|--------------|-----------|---------------------|-----------------|-------------|------------------|-------------------|
| TM.0039.US | VERELAN | United States | 73/760,372 | 28-Oct-1988 | 1551582 | 15-Aug-1989 |
| TM.0039.CA | VERELAN | Canada | 670059 | 07-Nov-1990 | TMA 443175 | 26-May-1995 |
| TM.0039.KR | VERELAN | South Korea | 185382 | 14-Dec-1989 | 40-0185382 | 14-Dec-1989 |
| TM.0039.TW-2 | VERELAN | Taiwan | 97047657 | 15-Oct-2008 | 01367514 | 01-Jul-2009 |