

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4834296

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALBUMEDIX A/S	02/06/2018
RECEIVING PARTY DATA		
Name:	HYAMEDIX IVS	
Street Address:	OLE MAALOES VEJ 3	
City:	COPENHAGEN N	
State/Country:	DENMARK	
Postal Code:	2200	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	8481080	
CORRESPONDENCE DATA		
Fax Number:	(703)991-7071	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(703)740-8322	
Email:	patent@maierandmaier.com	
Correspondent Name:	MAIER & MAIER, PLLC	
Address Line 1:	345 SOUTH PATRICK STREET	
Address Line 4:	ALEXANDRIA, VIRGINIA 22314	
ATTORNEY DOCKET NUMBER:	09390006US	
NAME OF SUBMITTER:	TIMOTHY J. MAIER	
SIGNATURE:	/Timothy J. Maier/	
DATE SIGNED:	02/21/2018	
Total Attachments: 7		
source=09390006US-Assign-HYAMEDIX-IVS#page1.tif		
source=09390006US-Assign-HYAMEDIX-IVS#page2.tif		
source=09390006US-Assign-HYAMEDIX-IVS#page3.tif		
source=09390006US-Assign-HYAMEDIX-IVS#page4.tif		
source=09390006US-Assign-HYAMEDIX-IVS#page5.tif		
source=09390006US-Assign-HYAMEDIX-IVS#page6.tif		

Patent Assignment Agreement

This Patent Assignment Agreement (the "Agreement") is made on 6 February 2018

between

Albumedix A/S
Lottenborgvej 26
2800 Kgs. Lyngby
Denmark
CVR no. 29603537

(hereinafter referred to as "Albumedix")

and

Hyamedix IVS
Ole Maaloes Vej 3
2200 Copenhagen N
Denmark
CVR no. 39177749

(hereinafter referred to as "Hyamedix"),

(individually a "Party" and together "Parties").

WHEREAS

- (i) Albumedix has developed a proprietary technology for cross-linking sodium hyaluronate, Hyasis Link®, and has granted a license to this technology to Hyamedix's affiliate TAK Biopharma IVS;
- (ii) Albumedix has now agreed to assign the Patents (as defined herein) to Hyamedix on the terms and conditions set out herein; and
- (iii) Albumedix and TAK Biopharma IVS on the effective date of this Agreement, have agreed to terminate the License Agreement (as defined herein) with immediate effect.

NOW THE PARTIES AGREE AS FOLLOWS:

1 Definitions

In this Agreement, the following terms shall have the following meanings:



- 1.1 "Effective Date" shall mean 6 February 2018.
- 1.2 "Know-How" shall mean the information set out in the documents listed in **Appendix A** hereto.
- 1.3 "License Agreement" shall mean the agreement entered into on 4 July 2016 between Albumedix and TAK Biopharma, LLC, as assigned to TAK Biopharma IVS by means of the Addendum dated 28 October 2016 between Albumedix, TAK Biopharma, LLC, and TAK Biopharma IVS.
- 1.4 "Patents" shall mean the patents and patent applications set out in **Appendix B** hereto.
- 2 Patent Assignment and License; Termination of License Agreement**
- 2.1 On the Effective Date and subject to the terms and conditions contained in this Agreement (including without limitation Clause 2.3 and 4.1), Albumedix shall transfer, convey and assign to Hyamedix all right, title, property and interest in and to the Patents.
- 2.2 On the Effective Date and subject to the terms and conditions contained in this Agreement (including without limitation Clause 2.3 and 4.1), Albumedix grants to Hyamedix a non-exclusive, world-wide, sublicenseable, perpetual, royalty-free and fully paid up license under the Know-How to develop, make, have made and commercialize products which exploit any of the Know-How. For clarity, from the Effective Date Albumedix shall not be required to provide any documents or assistance to Hyamedix in relation to the Know-How.
- 2.3 On the Effective Date and subject to the assignment set out in Clause 2.1, Hyamedix grants to Albumedix, a non-exclusive, world-wide, perpetual, royalty-free and fully paid up license under the Patents to develop, make, have made and commercialize products which exploit any of the inventions disclosed or claimed in the Patents in combination with Albumedix's recombinant albumin and/or in combination with Albumedix's recombinant albumin variants coupled to any active pharmaceutical ingredient. The license granted under this Clause 2.3 shall be sub-licensable to any third party with the prior written consent of Hyamedix, such consent not to be unreasonably withheld.
- 2.4 On the Effective Date, the License Agreement shall be terminated with effect from the Effective date by mutual agreement between Albumedix and TAK Biopharma IVS.
- 3 Technical Assignment**
- 3.1 Any and all costs relating to the assignment of the Patents shall be borne by Hyamedix. Hyamedix shall use its best efforts to ensure, at its costs and using patent counsel of its choice, that the assignment of the Patents pursuant to Clause 2.1 is registered with any competent patent authorities.
- 3.2 Notwithstanding anything to the contrary in Clause 3.1, Albumedix shall on request and free of charge provide Hyamedix with a power of attorney and other necessary assistance in order to enable Hyamedix to record the assignment with such patent authorities.

- 3.3 Within sixty (60) days from the Effective Date, Albumedix or Albumedix's patent counsel shall transfer to Hyamedix copies of Albumedix's prosecution files for the Patents.

4 Payment

- 4.1 As a consideration for the assignment of the Patents, Hyamedix shall pay to Albumedix within twenty (20) days from the Effective Date the non-refundable lump sum of DKK 10,000 (ten thousand Danish kroner), plus VAT if applicable, to a bank account designated by Albumedix.

5 Disclaimer

- 5.1 The Patents are assigned and transferred to Hyamedix "as is", i.e. in the condition as they are at the time of signature of this Agreement. Hyamedix expressly acknowledges this fact and has performed its own review and assessment of the Patents. Albumedix disclaims all warranties of any nature, express or implied, including without limitation warranties of validity, merchantability, non-infringement, and fitness for a particular purpose. Hyamedix hereby acknowledges and agrees that Albumedix neither represents nor warrants that (i) any of the Patents will not be challenged, revoked or rendered invalid in any way, or (ii) any of the Patents is fit or eligible for any use or purpose and neither Albumedix nor any of its Affiliates shall be held liable if any (i) of the Patents is challenged, revoked or rendered invalid in any way, or (ii) any of the Patents is not fit or eligible for any use or purpose.

- 5.2 Notwithstanding anything to the contrary, Albumedix represents and warrants that the Patents will not be challenged, revoked or rendered invalid in any way by Albumedix or a company under control of Albumedix. Additionally, Albumedix represents and warrants that, as of the Effective date, (i) to its knowledge as of the Effective Date the technology covered by the Patents does not infringe any third party granted patent rights, (ii) all applicable renewal fees for the Patents have been paid, and (iii) no license to the Patents has been granted to any third party, including without limitation the third parties identified in Clause 2.2 of the License Agreement.



6 Indemnity

6.1 Either Party hereby agrees to indemnify and hold the other Party and its affiliates harmless from and against all liability, damages, loss, cost or expense (including reasonable attorneys' fees) resulting from or in connection with any third party claim made or suit brought against the other Party or its affiliates to the extent the same (i) is caused by breach of any representation, warranty or covenant contained in this Agreement; or (ii) is caused by wrongful or gross negligent act or omission in connection with the performance of this Agreement.

6.2 Hyamedix hereby agrees to indemnify and hold Albumedix and its affiliates harmless from and against all liability, damages, loss, cost or expense (including reasonable attorneys' fees) resulting from or in connection with any third party claim made or suit brought against Albumedix or its affiliates to the extent the same is caused by any action taken by Hyamedix from the Effective Date in connection with Hyamedix' exploitation (including through its own licensees) and/or enforcement of any of the Patents.

7 Patent prosecution

7.1 As of the Effective Date, Hyamedix takes over full responsibility for maintaining, prosecuting, defending and enforcing the Patents, on its own behalf and costs.

7.2 If Hyamedix decides to abandon any or all of the Patents or any patent rights that have been issued therefrom, it shall give Albumedix the opportunity to take over such right on behalf and costs of Albumedix, and shall assign all rights to Albumedix free of charge, if so requested by Albumedix. Following such assignment, Hyamedix shall be granted a non-exclusive, world-wide, perpetual, royalty-free and fully paid up license to the Patents in return.

8 Applicable Law and Jurisdiction

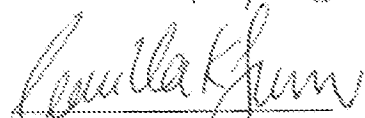
8.1 This Agreement shall be governed, construed and interpreted pursuant to the laws of Denmark, excluding any rule that would refer the subject matter to another forum.

Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitral tribunal shall be composed of three arbitrators. The arbitration shall take place in Copenhagen, Denmark and shall be conducted in the English language. The award of the arbitrators shall be final and binding on both Parties. The Parties shall carry out the award of the arbitrators.



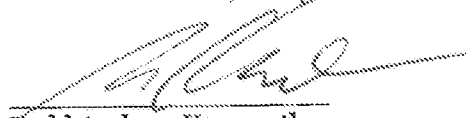

As WITNESS the Parties have caused this Agreement to be entered into by their duly authorised representatives on behalf of the Parties on the date first above written.

Kgs. Lyngby, 16/02/2018



Camilla Kinch Jensen
Vice Chairman of the board of directors
Albumedix A/S

Copenhagen, 06/02/18



Todd Andrew Kenworth
Managing Director
Hyamedix IVS

Appendix A – List of Know-How

Partner know-how	Title
General	DVS cross linked hydrogel technology
General	Hyasis Link stability study 2015
General	Hyasis Link Up-scale customer slides
Orexo	HA Know How package Orexo
Orexo	Cross linking method overview
Orexo	Hyasis Link – Different raw material
Orexo	Hyasis Link tech transfer – process overview
Orexo	Orexo Know how disclosure statement
Haemostatics	DVS-CL-HA 2 kg procedure
Haemostatics	Crosslinking method overview
Haemostatics	ELN-15-SPUS-0045
Haemostatics	Suggestions to product specification
BJ Release	DVS-CL-HA 2kg procedure
BJ Release	Crosslinking method DF3 hydrogel type
BJ Release	ELN-15-SPUS-0004 – DF3 formulation
BJ Release	ELN-15-SPUS-0046 – DF3 hydrogel production
SinQi	DVS-CL-HA 2 kg procedures
SinQi	Crosslinking method overview
SinQi	Hyasis Link – Different raw material
Flexion FX007 Injectable (Crosslinked around API) ONLY NEW VERSIONS	HA Know How package Flexion FX007
Flexion FX007 Injectable (Crosslinked around API) ONLY NEW VERSIONS	FX007(Xnew) Injectable
Flexion FX007 Injectable (Crosslinked around API) ONLY NEW VERSIONS	FX007 Injectable process flow
Flexion FX007 Injectable (Crosslinked around API) ONLY NEW VERSIONS	ELN-15-TRCH-0042 FX007 Injectable
FX007 Topical (HA/PG formulation)	FX007 Topical Stability
FX007 Topical (HA/PG formulation)	ELN-15-TRCH-0036 – FX007 Topical
FX006 (TCA) Injectable	HA Know How package Flexion FX006
FX006 (TCA) Injectable	ELN-15-TRCH-0043 – FX006 Injectable
FX006 (TCA) Injectable	Crosslinking method overview

Appendix A may be updated with further Know-How as needed after execution of the Agreement

Appendix B - Patents

Filing Number	Country	Filing Date	Publication Number	Grant Date	Grant Number
05804061.9	Austria	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Belgium	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Switzerland	24 Nov 2005	1817347	17 May 2017	1817347
200580047101.3	China	24 Nov 2005	101107270	23 Nov 2011	ZL200580047101.3
05804061.9	Czech Republic	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Germany	24 Nov 2005	1817347	17 May 2017	602005051983.1
05804061.9	Denmark	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	European Procedure (Patents)	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Spain	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Finland	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	France	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	United Kingdom	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Greece	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Ireland	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Italy	24 Nov 2005	1817347	17 May 2017	502017000090042
05804061.9	Netherlands	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Poland	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Portugal	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Sweden	24 Nov 2005	1817347	17 May 2017	1817347
05804061.9	Turkey	24 Nov 2005	1817347	17 May 2017	TR 2017 10896 T4
11/719,790	United States Of America	24 Nov 2005	US-2009-0155362	09 Jul 2013	8,481,080