

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5186412

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAZZ PHARMACEUTICALS INTERNATIONAL LIMITED	09/27/2018
RECEIVING PARTY DATA	
Name:	TERSERA THERAPEUTICS LLC
Street Address:	TWO CONWAY PARK, 150 N. FIELD DRIVE
Internal Address:	SUITE 195
City:	LAKE FOREST
State/Country:	ILLINOIS
Postal Code:	60045
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	7268109
Patent Number:	7524812
Patent Number:	7833973
Patent Number:	7977307
Patent Number:	7956030
Patent Number:	8268774
Patent Number:	8513198
Patent Number:	8653033
Patent Number:	8765680
Patent Number:	9707270
CORRESPONDENCE DATA	
Fax Number:	(312)346-8434
<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:	312-476-7593
Email:	mjwdocket@lplegal.com
Correspondent Name:	LEVENFELD PEARLSTEIN, LLC
Address Line 1:	2 N. LASALLE STREET
Address Line 2:	SUITE 1300
Address Line 4:	CHICAGO, ILLINOIS 60602

PATENT

ATTORNEY DOCKET NUMBER:	41339-112338
NAME OF SUBMITTER:	DAWN SPIZZIRRI
SIGNATURE:	/Dawn Spizzirri/
DATE SIGNED:	10/12/2018
Total Attachments: 5 source=PatentAssignmentforRecordation#page1.tif source=PatentAssignmentforRecordation#page2.tif source=PatentAssignmentforRecordation#page3.tif source=PatentAssignmentforRecordation#page4.tif source=PatentAssignmentforRecordation#page5.tif	

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the “Assignment”) is entered into effective as of September 27, 2018, by and between **TERSERA THERAPEUTICS LLC**, a Delaware limited liability company (“Assignee”) and **JAZZ PHARMACEUTICALS INTERNATIONAL LIMITED**, a Bermuda exempted company limited by shares (the “Assignor”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of June 29, 2018 (the “Purchase Agreement”), pursuant to which Assignor has agreed to, among other things, cause the sale, conveyance, transfer, assignment and delivery to Assignee of Assignor’s right, title, and interest in and to the Patent Rights for consideration and upon the terms and conditions set forth in the Purchase Agreement; and

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor’s right, title and interest to the Patent Rights in any country or region, together with the right (whether at law, in equity, by contract or otherwise) to enjoy or otherwise exploit any of the Patent Rights, including the rights to sue for and remedies against past, present and future infringements or misappropriations of any Patent Rights, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.
2. Recordation. Assignor shall request the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Patent Rights. Assignor shall further authorize the respective patent office or governmental agency in each other jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.
3. Information and Assistance. Following the date hereof, upon Assignee’s reasonable request and at Assignee’s sole cost and expense, Assignor shall take such actions, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.
4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any

person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterpart and such counterparts may be delivered by the parties hereto via facsimile or electronic transmission.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Patent Rights. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

8. No Waiver. No modification, waiver or termination of this Assignment shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

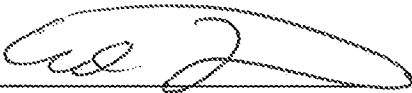
9. Governing Law. This Assignment will be construed in accordance with, and governed in all respects by, the laws of the State of Delaware (without giving effect to principles of conflicts of law). If any Legal Proceeding or other legal action relating to this Assignment is brought or otherwise initiated, the venue therefor will be in the courts of the United States District Court for the District of Delaware, the Delaware Court of Chancery of the State of Delaware or, if the Delaware Court of Chancery declines jurisdiction, any other court of the State of Delaware, which will be deemed to be a convenient forum. Purchaser and Seller hereby expressly and irrevocably consent and submit to the jurisdiction of the state and federal courts in the State of Delaware.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment Agreement on the day and year first above written.

ASSIGNEE:

TERSERA THERAPEUTICS LLC

By: 

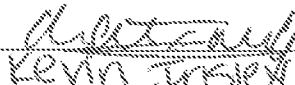
Name: Edward J. Fiorentino

Title: Chairman and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Patent Assignment Agreement on the day and year first above written.

ASSIGNOR:

JAZZ PHARMACEUTICALS
INTERNATIONAL LIMITED

By: 
Name: Kevin J. Jolley
Title: President

US Pat. No.	Subject matter	Owner	Expiration date
1) 7,268,109	Composition: Prialt and morphine	Seller	10/1/2024
2) 7,524,812	Composition: Prialt and clonidine or baclofen	Seller	10/1/2024
3) 7,833,973	Composition: 4 different formulations each containing a combination of Prialt and one other drug	Seller	10/1/2024
4) 7,977,307	Method: Administering Prialt and morphine	Seller	10/1/2024
5) 7,956,030	Method: Administering Prialt and baclofen	Seller	10/1/2024
6) 8,268,774	Method: Administering a pharmaceutical formulation comprising Prialt and an analgesic compound of hydromorphone, fentanyl, sufentanil, bupivacaine, clonidine, or buprenorphine	Seller	10/1/2024
7) 8,513,198	Composition and Method for Administering Prialt and bupivacaine	Seller	10/1/2024
8) 8,653,033	Avoiding admixture of Prialt and Morphine	Seller	10/1/2024
9) 8,765,680	Avoiding admixture of Prialt and Morphine	Seller	10/1/2024
10) 9,707,270	A method to treat chronic pain using a specific dose of Prialt and morphine	Seller	10/1/2024