

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5225947

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TARO PHARMACEUTICALS INC.	08/30/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MARK G. DEGIACOMO, CHAPTER 7 TRUSTEE OF EPIRUS BIOPHARMACEUTICALS, INC.	
<b>Street Address:</b>	MURTHA CULLINA, LLP	
<b>Internal Address:</b>	99 HIGH STREET, FL. 20	
<b>City:</b>	BOSTON	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	02110	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	61058179	
<b>Patent Number:</b>	8377968	
<b>Patent Number:</b>	8569344	
<b>Patent Number:</b>	9096522	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(617)523-1231	
<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>		
<b>Phone:</b>	617-570-1000	
<b>Email:</b>	mkaneko@goodwinlaw.com, lsolis@goodwinlaw.com, patentBOS@goodwinlaw.com	
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP - PATENT ADMINISTRATOR	
<b>Address Line 1:</b>	100 NORTHERN AVENUE	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210	
<b>ATTORNEY DOCKET NUMBER:</b>	PRX-026	
<b>NAME OF SUBMITTER:</b>	MIHO KANEKO	
<b>SIGNATURE:</b>	/Miho Kaneko/	
<b>DATE SIGNED:</b>	11/07/2018	
<b>Total Attachments: 5</b>		

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### AGREEMENT TO TRANSFER Z944 ASSETS

This agreement is made as of the 30th day of August, 2017 by and between Taro Pharmaceuticals Inc. ("Taro") and Mark G. DeGiacomo, the duly appointed Chapter 7 Trustee (the "Trustee") of Epirus Biopharmaceuticals, Inc. ("Epirus").

WHEREAS, on July 25, 2016, Epirus filed a voluntary petition pursuant to Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, in the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court"), and on that same date, the Trustee was appointed as Chapter 7 Trustee.

WHEREAS, pursuant to a Share Purchase Agreement executed on October 1, 2015 (the "SPA"), Taro purchased from Epirus all issued and outstanding shares of Zalicus Pharmaceuticals, Ltd. ("Zalicus").

WHEREAS, as part of the purchase price under the SPA, Taro executed a non-interest bearing promissory note dated October 1, 2015 (the "Note") in favor of Epirus in the principal amount of 5,000,000 CAD payable on July 1, 2017, which the Trustee extended to August 30, 2017 (the "Maturity Date"); and

WHEREAS, the SPA transferred to Taro for further development certain intellectual property assets owned by Zalicus known as the "Z944 Assets" consisting of patents, patent applications, and other assets related to the pharmaceutical product known as Z944;

WHEREAS, the SPA provided Taro with the option on the Maturity Date of either paying the Note in cash or transferring the Z944 Assets to Epirus as such assets may have been further developed by or at the request of Taro, its affiliate or licensees from and after October 1, 2015, together with all such updated formulations and uses thereof, and all such updated synthetic processes, including but not limited to files, record data, reports, lab notes, notebooks, information, inventory, and all intellectual property, contractual, and property rights relating to the foregoing (the "Updated Z944 Assets"); and

WHEREAS, Taro has exercised its option to transfer the Updated Z944 Assets to the Trustee on the Maturity Date.

NOW, THEREFORE, in consideration of the foregoing premises, the Trustee (subject to approval of the Bankruptcy Court) and Taro hereby agree:

1. Taro hereby transfers to the Trustee all right, title and interest in the Updated Z944 Assets.

2. All materials in Taro's possession constituting the Updated Z944 Assets, as more specifically identified in Exhibit A attached hereto, are herewith delivered to the Trustee.
3. To the extent that Taro discovers additional materials in its possession constituting the Updated Z944 Assets that have not been delivered to the Trustee, Taro shall deliver such additional materials in accordance with instructions obtained by contacting the Trustee's counsel, Taruna Garg (tgarg@murthlaw.com).
4. Taro agrees to provide such reasonable assistance as may be requested by the Trustee, at no material expense to Taro, to facilitate the transfer to a buyer from the Trustee of the Updated Z944 Assets.
5. The Note is hereby cancelled and terminated. Any and all remaining and unpaid amounts due, payable or otherwise owed by Taro to Epirus pursuant to the terms of the Note, including any outstanding principal and interest, are hereby forever forgiven, discharged and cancelled.
6. Epirus hereby releases and forever discharges Taro and its officers, directors, shareholders, employees, agents, representatives, parent corporations, subsidiaries, and affiliates from any rights, obligations, debts or liabilities under or in connection with the Note.
7. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.
8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. All capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Note. In the event of any conflict between the provisions of the Note and this Agreement, the provisions of this Agreement shall govern and control.
9. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
10. This Agreement may be executed in any number of counterparts (including any pdf counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

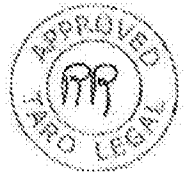
IN WITNESS WHEREOF, the authorized representatives of the parties hereto  
have duly executed this Agreement as the date first written above.

TARO PHARMACEUTICALS INC.

BY: 

Name: MAXINE BILAGUER

Title: CHIEF FINANCIAL OFFICER



MARK G. DEGIACOMO, CHAPTER 7  
TRUSTEE (THE "TRUSTEE") OF  
EPIRUS BIOPHARMACEUTICALS, INC.

BY: 

Name: Mark G. DeGiacomo, Trustee

**EXHIBIT A**

**(Z944 Materials Transferred by Taro to Trustee)**

- 1) All physical and electronic data and files concerning the Updated Z944 Assets;
- 2) All intellectual property including but not limited to patents and patent applications concerning the Updated Z944 Assets;
- 3) All clinical materials including drug product or drug substance concerning the Updated Z944 Assets.

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UNITED STATES BANKRUPTCY COURT, DISTRICT OF MASSACHUSETTS

Proceeding Memorandum/Order of Court

In Re: Epirus Biopharmaceuticals, Inc.

Case Number: 16-12828

Ch: 7

MOVANT/APPLICANT/PARTIES:

#132 Motion of Chapter 7 Trustee Mark G. DeGiacomo for Authority to Grant Release of Promissory Note (Taruna Garg)  
(Objections due by 1/11/2018)

OUTCOME:

\_\_\_\_\_☐ Granted \_\_\_\_\_☐ Denied \_\_\_\_\_☐ Approved \_\_\_\_\_☐ Sustained  
\_\_\_\_\_☐ Denied \_\_\_\_\_☐ Denied without prejudice \_\_\_\_\_☐ Withdrawn in open court \_\_\_\_\_☐ Overruled  
\_\_\_\_\_☐ OSC enforced/released  
\_\_\_\_\_☐ Continued to: \_\_\_\_\_ For: \_\_\_\_\_  
\_\_\_\_\_☐ Formal order/stipulation to be submitted by: \_\_\_\_\_ Date due: \_\_\_\_\_  
\_\_\_\_\_☐ Findings and conclusions dictated at close of hearing incorporated by reference  
\_\_\_\_\_☐ Taken under advisement: Brief(s) due \_\_\_\_\_ From \_\_\_\_\_  
\_\_\_\_\_☐ Response(s) due \_\_\_\_\_ From \_\_\_\_\_  
\_\_\_\_\_☐ Fees allowed in the amount of: \$ \_\_\_\_\_ Expenses of: \$ \_\_\_\_\_  
\_\_\_\_\_☐ No appearance/response by: \_\_\_\_\_  
#132 DECISION SET OUT MORE FULLY BY COURT AS FOLLOWS:

Hearing held. No objections having been filed and for the reasons stated on the record, the Court finds the relief requested is appropriate and authorizes the Chapter 7 Trustee to grant release to Taro Pharmaceuticals. The Motion is granted.

IT IS SO NOTED:

\_\_\_\_\_  
Courtroom Deputy

IT IS SO ORDERED:

  
\_\_\_\_\_  
Joan N. Feeney, U.S. Bankruptcy Judge  
Dated: 01/18/2018

PATENT

RECORDED: 11/07/2018

REEL: 047435 FRAME: 0422