

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5426030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
APTALIS PHARMA LIMITED	04/01/2015
RECEIVING PARTY DATA	
Name:	ADARE PHARMACEUTICALS S.R.L.
Street Address:	VIA MARTIN LUTHER KING, 13
City:	PESSANO CON BORNAGO
State/Country:	ITALY
Postal Code:	20060
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16185810
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	2028427800
Email:	zIPPatentDocketingMailboxUS@cooley.com, ccunningham@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	ATTN: PATENT GROUP
Address Line 2:	1299 PENNSYLVANIA AVENUE, SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	ADAR-118/07US 325049-3023
NAME OF SUBMITTER:	JASON C. VALENTINE
SIGNATURE:	/Jason C. Valentine/
DATE SIGNED:	03/18/2019
Total Attachments: 6	
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U.S. PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") is made as of April 1, 2015 by **Aptalis Pharma Limited**, an Irish private limited company having a principal place of business at The Yard House, Kilruddery Estate, Southern Cross Road, Bray, County Wicklow, Ireland, and formerly known as Eurand Pharmaceuticals Limited ("Assignor") to **Adare Pharmaceuticals S.r.l.**, a società a responsabilità limitata organized under the laws of Italy having a principal place of business at Via Visconti di Modrone 11, 20122 Milano - Italia ("Assignee").

WHEREAS, Aptalis Holdings Inc. ("Seller") and Pharmatech Lux Holdco I, S.à.r.l. (formerly known as TPG Indigo, S.à.r.l.) ("Buyer") are parties to that certain Stock and Asset Purchase Agreement, dated as of February 12, 2015 (the "Agreement");

WHEREAS, Assignor is an Affiliate of Seller, and Assignee is an Affiliate of Buyer, and the Agreement provides for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Eurand Pharmaceuticals Limited changed its name to Aptalis Pharma Limited on or around June 30, 2011;

WHEREAS, Assignor owns the patents and patent applications as set forth on Schedule I (the "Assigned Patents"); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to such Assigned Patents;

NOW, THEREFORE, subject to the terms and conditions of the Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest to the Assigned Patents, free and clear of all Encumbrances, other than Permitted Encumbrances; all rights to apply for registration in foreign countries with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Patents, including, without limitation, the right to compromise, sue for and collect such profits and damages; all of the foregoing to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. From and after the Closing Date, Assignor shall, and shall cause the Selling Companies to, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, in addition to the Ancillary Agreements, and take such other action as may reasonably be necessary to consummate the Acquisition or to give effect to the transactions contemplated by the Ancillary Agreements.

3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.

4. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

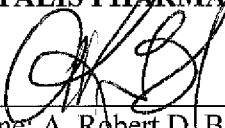
5. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to patent issues and in all other respects including as to validity, (except for patent issues), interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

6. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

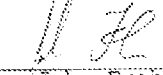
[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

APTALIS PHARMA, LTD.

By: 
Name: A. Robert D. Bailey
Title: Vice President

ADARE PHARMACEUTICALS, S.R.L.

By: 
Name: John Fraher
Title: Director

[SIGNATURE PAGE TO U.S. PATENT ASSIGNMENT]

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PATENTS AND PATENT APPLICATIONS

See attached.

EXECUTION VERSION

AppTitle	Case No	Seller Owner Entity	Parent PCTDate	Country	App Status	App No	FilDate	PatNo
Pharmaceutical Composites Of Poorly Water Soluble Drugs Of Polymers	APL-10754	Aptalis Pharma Ltd.	12/22/2011	US	Published	13/995396	6/18/2013	
Fexofenadine Microcapsules And Compositions Containing Them	APL-118	Aptalis Pharma Ltd.		US	Pending	14/049818	10/9/2013	
Fexofenadine Microcapsules And Compositions Containing Them	APL-118	Aptalis Pharma Ltd.		US	Granted	12/959,113	12/2/2010	8580313
Fexofenadine Microcapsules And Compositions Containing Them*	APL-118	Aptalis Pharma Ltd.		US	Abandoned	12/720,285	3/9/2010	
Fexofenadine Microcapsules And Compositions Containing Them*	APL-118	Aptalis Pharma Ltd.		US	Expired	61/354575	6/14/2010	
Fexofenadine Microcapsules And Compositions Containing Them*	APL-118	Aptalis Pharma Ltd.		US	Expired	61/265823	12/2/2009	
Fexofenadine Microcapsules And Compositions Containing Them*	APL-118	Aptalis Pharma Ltd.		US	Abandoned	61/185388	6/9/2009	
Process Of Thermodynamical Activation Of Water-Insoluble Drugs Loaded Into Cross-Linked Polymers	EPL-0015	Aptalis Pharma Ltd.		US	Granted	10/481938	12/24/2003	8889182
Process For Loading And Thermodynamically Activating Drugs On Polymers By Means Of Supercritical Fluids*	EPL-0017	Aptalis Pharma Ltd.	3/7/2003	US	Abandoned	10/506715	9/7/2004	
Drug Activation Process And Vibrational Mill Therefor	EPL-0020	Aptalis Pharma Ltd.		US	Granted	12/146297	6/25/2008	7793871
Drug Activation Process And Vibrational Mill Therefor*	EPL-0020	Aptalis Pharma Ltd.	6/3/2002	US	Abandoned	10/481377	2/18/2003	
Process For Activation Of Drugs In A Vibrational Mill	EPL-0021	Aptalis Pharma Ltd.	6/27/2002	US	Granted	10/481378	12/18/2003	7951399
Lipoic Acid Pellets	EPL-0028	Aptalis Pharma Ltd.	5/25/2007	US	Granted	12/302260	11/24/2008	8722096

* Assignor does not make, and hereby specifically disclaims, all representations and warranties relating to the Assigned Patents designated as "Abandoned" or "Expired" in the Status column.

PATENT

REEL: 048020 FRAME: 0880

RECORDED: 02/08/2019