

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5504759

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PERNIX IRELAND PAIN DESIGNATED ACTIVITY COMPANY	04/25/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PERSION PHARMACEUTICALS LLC
<b>Street Address:</b>	10 NORTH PARK PLACE
<b>Internal Address:</b>	SUITE 201
<b>City:</b>	MORRISTOWN
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07960
<b>PROPERTY NUMBERS Total: 13</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13950969
Application Number:	14523162
Patent Number:	9265760
Patent Number:	9339499
Patent Number:	9326982
Patent Number:	9333201
Patent Number:	9433619
Patent Number:	9421201
Patent Number:	9522147
Patent Number:	9610286
Patent Number:	10028946
Application Number:	16042196
Patent Number:	9421200
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	lmurphy@dsiplaw.com
<b>Correspondent Name:</b>	SERVILLA WHITNEY LLC

**Address Line 1:** 33 WOOD AVENUE SOUTH  
**Address Line 2:** SUITE 830  
**Address Line 4:** ISELIN, NEW JERSEY 08830

<b>ATTORNEY DOCKET NUMBER:</b>	CRX0000
<b>NAME OF SUBMITTER:</b>	RORY P. ALEGRIA
<b>SIGNATURE:</b>	/Rory P. Alegria, Reg. #66947/
<b>DATE SIGNED:</b>	05/02/2019

**Total Attachments: 6**  
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Assignment**”) dated as of April 30, 2019 (the “**Effective Date**”), is made and entered into by and between **Persion Pharmaceuticals LLC**, a Delaware limited liability company (hereinafter “**Assignee**”), and **Pernix Ireland Pain Designated Activity Company**, an Ireland designated activity company (hereinafter “**Assignor**”). For the purposes of this Agreement, Assignor and Assignee shall each be referred to as a “**Party**” and collectively, the “**Parties**”.

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Asset Purchase Agreement, dated as of April 15, 2019, by and between Assignor and Assignee (such Asset Purchase Agreement, the “**Asset Purchase Agreement**”), among other things, Assignee agreed to acquire Assignor’s right, title and interest in and to the Transferred Assets;

WHEREAS, the Bankruptcy Court entered the Sale Order on April 15, 2019 (the “**Sale Order**”), approving the sale of the Transferred Assets to Assignee on the terms set forth in the Asset Purchase Agreement and in the Sale Order; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to sell, assign, convey, deliver and transfer all of its right, title and interest in, to and under all of the Intellectual Property included in the Transferred Assets, including the Intellectual Property set forth on Schedule A hereto (the “**Assigned IP**”), to Assignee and Assignee desires to acquire all such right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignor hereby irrevocably sells, assigns, conveys, delivers and transfers to Assignee its entire right, title and interest in, to and under (i) the Assigned IP, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made (but not, for the avoidance of doubt, any Excluded Liability), (ii) all rights to sue, claim and recover for past, present and future infringement, misappropriation, dilution or other violation of any Assigned IP, and (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing.

3. Concurrent with the execution of this Assignment, Assignor shall transfer any and all domain names and social media accounts included in the Assigned IP from such Assignor's account to Assignee's account (such that Assignee will be listed as the registrant and/or owner of such domain names and social media accounts in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other required passwords necessary to unlock and control such domain names and social media accounts.

4. Upon the reasonable request by Assignee, Assignor shall execute all documents and take all actions as may be necessary or desirable to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, without further compensation but at the expense of Assignee.

5. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.

6. This Assignment shall be subject to the terms and conditions set forth in the Asset Purchase Agreement and the Sale Order. Assignor and the Assignee hereby acknowledge and agree that the provisions of this Assignment shall not modify, limit or expand the full force and effect of the terms and provisions of the Asset Purchase Agreement or the Sale Order and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement, as approved by the Sale Order, shall prevail, govern and control in all respects.

7. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. This Assignment is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or change is sought to be enforced.

8. In the event that any provision of this Assignment, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Assignment, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by applicable Law.

9. This Assignment, the Asset Purchase Agreement, the other Ancillary Agreements and the Sale Order, constitute the entire agreement between the Parties relating to the subject matter hereof.

10. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

**[Remainder of this page intentionally left blank. Signature page follows.]**

IN WITNESS THEREOF, the Parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

**ASSIGNOR:**

**Pernix Ireland Pain Designated Activity Company**

By: *K.R. Piña*

Name: Kenneth R. Piña

Title: Director

STATE OF Pennsylvania )  
 ) ss  
COUNTY OF Chester )

On the 25<sup>th</sup> day of April, 2019 before me personally came Kenneth R. Piña, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and did depose and say to me that he or she executed the same in his or her capacity as A Coexecutive Officer of Pernix Ireland Pain the entity described in and which executed the foregoing instrument, and that he or she executed and delivered said instrument pursuant to authority given by the board of directors of such entity (or other applicable authority of such entity).

Commonwealth of Pennsylvania - Notary Seal  
Christy Troiano, Notary Public  
Chester County  
My commission expires March 26, 2023  
Commission number 1289440  
Member, Pennsylvania Association of Notaries

*Christy Troiano*  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS THEREOF, the Parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

**ASSIGNEE:**

**Persion Pharmaceuticals LLC**

By: *[Signature]*

Name: George Hampton

Title: Authorized Representative

STATE OF NJ )

) ss

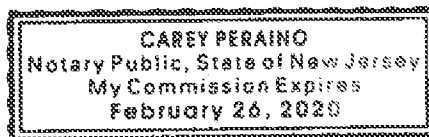
COUNTY OF Passaic )

On the 30 day of April, 2019 before me personally came George Hampton, who is personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and did depose and say to me that he or she executed the same in his or her capacity as Authorized Rep of Persion Pharms LLC, the entity described in and which executed the foregoing instrument, and that he or she executed and delivered said instrument pursuant to authority given by the board of directors of such entity (or other applicable authority of such entity).

*[Signature]*

Notary Public

(PLACE STAMP AND SEAL ABOVE)



[Signature Page to Intellectual Property Assignment Agreement]

**Schedule A**  
**Patents and Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent No.</b>	<b>Appl. No</b>
Treating pain in patients with hepatic impairment	US	N/A	13/950,969
Treating pain in patients with hepatic impairment	US	N/A	14/523,162
Treating pain in patients with hepatic impairment	US	9,265,760	14/815,219
Treating pain in patients with hepatic impairment	US	9,339,499	14/978,217
Treating pain in patients with hepatic impairment	US	9,326,982	14/978,223
Treating pain in patients with hepatic impairment	US	9,333,201	14/978,302
Treating pain in patients with hepatic impairment	US	9,421,200	15/154,524
Treating pain in patients with hepatic impairment	US	9,433,619	15/154,527
Treating pain in patients with hepatic impairment	US	9,421,201	15/160,359
Treating pain in patients with hepatic impairment	US	9,522,147	15/243,432
Treating pain in patients with hepatic impairment	US	9,610,286	15/340,502
Treating pain in patients with hepatic impairment	US	10,028,946	15/477,561
Treating pain in patients with hepatic impairment	US	N/A	16/042,196

### Trademark Applications and Registrations

Mark	Jurisdiction	Serial No.	Reg. No.	Reg. Date
ZOHYDRO	US	85340408	4538117	5/27/2014
ZOHYDRO ER	US	85646921	4534120	5/20/2014
ZOHYDRO	CA	1660668	N/A	N/A
ZOHYDRO ER	CA	1660669	N/A	N/A