

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5634172

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
REDX PHARMA PLC	07/02/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JAZZ PHARMACEUTICALS IRELAND LIMITED
<b>Street Address:</b>	FIFTH FLOOR, WATERLOO EXCHANGE
<b>Internal Address:</b>	WATERLOO ROAD
<b>City:</b>	DUBLIN 4
<b>State/Country:</b>	IRELAND
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15509952
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	202-842-7800
<b>Email:</b>	cphillipnouchet@cooley.com, zpatdcdocketing@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE NW, SUITE 700
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	JAZZ APPL. NO. 15509952
<b>NAME OF SUBMITTER:</b>	JONATHAN M. COUSIN
<b>SIGNATURE:</b>	/Jonathan M. Cousin/
<b>DATE SIGNED:</b>	07/24/2019
<b>Total Attachments: 6</b>	
source=JAZZAssignment_Appl_15509952Redx_JazzPharmIreland#page1.tif	
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## PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "Assignment") is entered into effective as of July 10, 2019, by and between **REDX PHARMA PLC**, a public limited company organized under the laws of England and Wales ("Assignor") and **JAZZ PHARMACEUTICALS IRELAND LIMITED**, a corporation organized under the laws of Ireland (the "Assignee"). 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 July 10, 2019 (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 Acquired Patents 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 in each of the patents and patent applications set forth in Schedule A to this Assignment and in and to any application claiming priority to said application(s), any and all divisions, continuations and continuations-in-part thereof, any and all regional and national phase applications derived therefrom, any and all letters patent that may be granted thereon, and any reissues, reexaminations and extensions thereof, and any patent that emerges from an interference, derivation proceeding, or post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, and supplemental examinations and the like) filed thereon (the "Acquired Patents"), together with the right (whether at law, in equity, by contract or otherwise) to enjoy or otherwise exploit any of the Acquired Patents, including the rights to sue for and remedies against past, present and future infringements or misappropriations of any Acquired Patents, 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 Acquired Patents. 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 Acquired Patents 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 Acquired Patents. 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 New York (without giving effect to principles of conflicts of law).

*[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:**

**JAZZ PHARMACEUTICALS IRELAND LIMITED**

By: John Kiely  
Name: JOHN KIELY  
Title: DIRECTOR

State of _____ )	
_____ ) ss.	
County of _____ )	
On _____, before me, _____ Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
WITNESS my hand and official seal.	
_____	
Signature of Notary Public	Place Notary Seal Above
My Commission Expires: _____	

*See Attached*

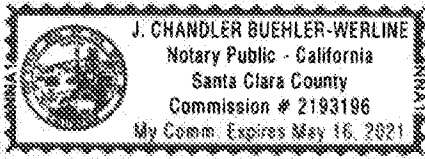
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

On July 9, 2019 before me, J. Chandler Buehler-Werline, Notary Public,  
personally appeared Husk Kelly

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

J. Chandler Buehler-Werline  
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

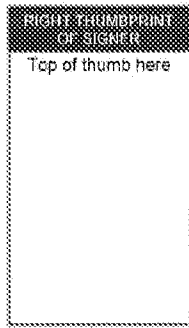
Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is representing: \_\_\_\_\_



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

ASSIGNOR:

REDX PHARMA PLC

By: [Signature]  
Name: LISA ANDSON  
Title: CEO, Redx pharma plc

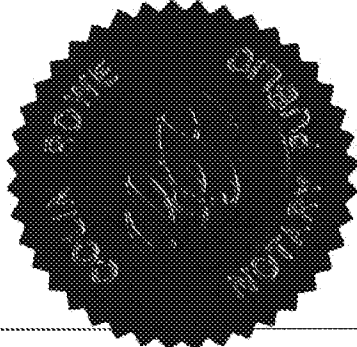
State of UNITED KINGDOM )  
 County of CRESWELL ) ss.

On 2 July 2019, before me, COLIN ROWE, Notary Public, personally appeared LISA ANDSON, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

My Commission Expires: IS FOR LIFE



COLIN ROWE NOTARY PUBLIC  
 England & Wales  
 Peter House, Oxford Street  
 Manchester M1 5AN United Kingdom  
 +44 (0) 777 444 0024  
 notary@colinrowe.co.uk

## Schedule A

### Patents to be Assigned

#### Active patent (HGF ref: 'BRAF Series 2')

Country	Application No.	Application Date	Grant No.	Grant Date	Publication No.	Publication Date	Status
Australia	2015314007	11/Sep/2015					Pending
Belgium	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Canada	2,960,477	11/Sep/2015					Pending
China	201580061422.2	11/Sep/2015			CN 107108588	29/Aug/2017	Pending
Croatia	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Denmark	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Europe	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018	EP3191477	19/Jul/2017	Granted
Europe	18183565.3	11/Sep/2015					Abandoned*
Finland	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
France	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Germany	15766218.0	11/Sep/2015	602015013797	18/Jul/2018			Granted
Hungary	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Iceland	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
India	201717008400	11/Sep/2015					Pending
Ireland	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Italy	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Japan	2017-513631	11/Sep/2015					Pending
Luxembourg	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Malta	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Monaco	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Netherlands	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Norway	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Spain	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Sweden	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
Switzerland	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
United Kingdom	1416186.3	12/Sep/2014					Abandoned
United Kingdom	15766218.0	11/Sep/2015	EP3191477	18/Jul/2018			Granted
USA	15/509,952	11/Sep/2015	10,183,939	22/Jan/2019	US-2017-0298061	19/Oct/2017	Granted

\* divisional application that was intentionally withdrawn

#### Abandoned patent (HGF ref: 'BRAF Series 1')

Country	Application No.	Application Date	Grant No.	Grant Date	Publication No.	Publication Date	Status
United Kingdom	1316014.8	09/Sep/2013					Abandoned