

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5916364

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ACTELION PHARMACEUTICALS LTD	05/07/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HELSINN BIREX PHARMACEUTICALS LIMITED	
<b>Street Address:</b>	DAMASTOWN MULHUDDART	
<b>City:</b>	DUBLIN	
<b>State/Country:</b>	IRELAND	
<b>Postal Code:</b>	15	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	12948593
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(973)912-5236	
<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>	973-912-5232	
<b>Email:</b>	File@hoxpat.com	
<b>Correspondent Name:</b>	HOXIE & ASSOCIATES LLC	
<b>Address Line 1:</b>	75 MAIN STREET	
<b>Address Line 2:</b>	SUITE 203	
<b>Address Line 4:</b>	MILLBURN, NEW JERSEY 07041	
<b>NAME OF SUBMITTER:</b>	MICHAEL J. TSIMARAS	
<b>SIGNATURE:</b>	/Michael J. Tsimaras/	
<b>DATE SIGNED:</b>	01/17/2020	
<b>Total Attachments: 6</b>		
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## PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is dated as of May 7, 2018, between Actelion Pharmaceuticals Ltd., a Swiss corporation ("Assignor"), and Helsinn Birex Pharmaceuticals Limited, an Irish company ("Assignee").

WHEREAS, upon the terms and subject to the conditions of the Asset Purchase Agreement dated as of March 20, 2018 (the "Asset Purchase Agreement"), between Assignor and Helsinn Healthcare S.A. ("Helsinn"), an Affiliate of Assignee, Assignor agreed to sell, convey, assign and transfer to Helsinn, and Helsinn agreed to purchase, acquire and accept certain assets related to the Business; and

WHEREAS, in accordance with the Asset Purchase Agreement, Helsinn has designated Assignee to acquire certain of the Transferred Assets, including, the Patents set forth on Schedule 1 attached hereto (collectively, the "Assigned Patents")

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

2. Effective as of the date hereof, Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all the right, title and interest of Assignor in, to and under the Assigned Patents, together with: (i) all issuances, divisionals, continuations, continuations-in-part, reissuances, reexaminations, renewals, extensions (or post-issuance examinations) of the Assigned Patents, (ii) all rights to claim priority in accordance with any law, treaty or international convention, (iii) all rights to collect royalties and proceeds in connection with any of the foregoing, (iv) the inventions disclosed in the Assigned Patents and all applications for patents which may hereafter be filed for inventions embodied by said Assigned Patents, and all patents which may be granted for said inventions, (v) all rights of action pertaining to the Assigned Patents, including, without limitation, the right to sue for past, present or future infringement of said Assigned Patents together with all claims for damages, injunctive relief, or any other remedies of any kind, for reason of past, present or future infringement of said Assigned Patents, and the right to sue for and collect the same for Assignee's own use and enjoyment, (vi) the right to initiate other proceedings before all Governmental Entities with respect to the Assigned Patents, (vii) the right to file foreign counterparts, and make applications for reissuances, reexaminations, divisionals, continuations, continuations-in-part, provisionals and extensions with respect to any of the Assigned Patents (including rights resulting from any post-grant proceedings relating to any of the foregoing for all jurisdictions throughout the world), and (viii) all rights under the Paris Convention for the Protection of Industrial Property, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. From and after the date hereof, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Assigned Patents, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of Assignee's signatures hereof, and for the recording of such assignment documents with the appropriate Governmental Entities. Assignor will co-operate in all activities listed in this paragraph 3, as set forth in the Asset Purchase Agreement, including arranging for notarization, authentication, legalization or consularization of its signatures and assisting Assignee in obtaining signatures from Inventors wherever necessary.

4. Assignor hereby authorizes the applicable patent offices or other relevant Governmental Entity to record Assignee as the assignee and owner of the Assigned Patents, including any issuances, reissuances, continuations, divisions, continuations-in part, revisions, renewals, extensions and reexaminations with respect thereto.

5. From time to time after the date hereof, and for no further consideration, each of the parties hereto shall, and shall cause its Affiliates to, within twelve months of the Closing Date, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other commercially reasonable actions (i) as may reasonably be requested to more effectively assign, convey or transfer to or vest in Assignee the Assigned Patents at Assignee's cost, and (ii) as may be required to legalize or record such assignment documents with the appropriate Governmental Entities.

6. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise modify any of the terms or conditions of the Asset Purchase Agreement or any of the Ancillary Agreements and nothing herein shall constitute a waiver or release by any party to the Asset Purchase Agreement or any of the Ancillary Agreements of any liabilities, duties or obligations imposed thereby. In the event of any conflict between the provisions of this Assignment, on the one hand, and the provisions of the Asset Purchase Agreement (including all Schedules and Exhibits thereto), on the other hand, the provisions of the Asset Purchase Agreement shall control.

7. This Assignment and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of the parties hereto, their respective successors and permitted assigns.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by facsimile transmission or by email in portable document format ("PDF"), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

9. Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by the law of the State of New York without reference to the choice of law doctrine of such state, and shall be subject to the provisions of Section 10.09 (Arbitration) and Section 10.10 (Judicial Resolution; Waivers) of the Asset Purchase Agreement.

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

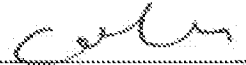
ASSIGNOR

ACTELION PHARMACEUTICALS Ltd

By: 

Name: Nicholas Franco

Title: EVP & CBDO

By: 

Name: Nathalie Gutenstein

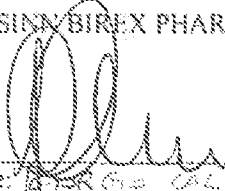
Title: Senior Legal Counsel

[Signature Page to Patent Assignment]

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

ASSIGNEE

HELSINKI BIREX PHARMACEUTICALS LTD.

By:   
Name: JORMA OJA  
Title: MEMBER OF THE BOARD OF DIRECTORS

[Signature Page to US Patent Assignment Agreement]

Schedule I

Assigned Patents

VAL 1									
Assignee: Actelion Pharmaceuticals Ltd									
Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Expiry	Status	Abandon Date	
Stabilized compositions of volatile alkylating agents & methods of using thereof	USA	11/369,305	07-Mar-2006	7,872,050	18-Jan-2011	08-Jul-2029	Granted		
Stabilized compositions of volatile alkylating agents & methods of using same	USA	12/401,812	11-Mar-2009	8,501,817	06-Aug-2013	01-Dec-2027	Granted		
Stabilized compositions of volatile alkylating agents & methods of using same	USA	12/687,605	14-Jan-2010	8,501,818	06-Aug-2013	07-Mar-2026	Granted		
Methods for treating skin disorders with topical nitrogen mustard compositions	USA	12/890,183	24-Sep-2010			07-Mar-2026	Inactive	23-Sep-2016	
Methods for treating skin disorders with topical nitrogen mustard compositions	USA	13/300,021	18-Nov-2011			07-Mar-2026	Inactive	19-Jan-2016	
Stabilized compositions of volatile alkylating agents & methods of using same	USA	13/911,217	11-Mar-2009			07-Mar-2026	Inactive	18-Jun-2014	
Stabilized compositions of volatile alkylating agents & methods of using thereof	USA	13/911,282	07-Mar-2006			07-Mar-2026	Inactive	18-Jun-2014	
Stabilized compositions of volatile alkylating agents & methods of using same	USA	13/930,535	14-Jan-2010			07-Mar-2026	Inactive	18-Jun-2014	
Stabilized compositions of volatile alkylating agents & methods of using thereof	USA	12/549,258	07-Mar-2006	7,838,564	23-Nov-2010	07-Mar-2026	Granted		
Stabilized compositions of volatile alkylating agents & methods of using thereof	USA	12/948,593	07-Mar-2006	8,501,819	06-Aug-2013	07-Mar-2026	Granted		
Stabilized compositions of volatile alkylating agents & methods of using thereof	USA (Priority)	60/661,356	14-Mar-2005			14-Mar-2025	Inactive		
Stabilized compositions of volatile alkylating agents & methods of using thereof	USA (Priority)	60/751,128	16-Dec-2005			16-Dec-2025	Inactive		

VAL 2									
Assignee: Actelion Pharmaceuticals Ltd									
Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Expiry	Status	Abandon Date	
Stabilized compositions of volatile alkylating agents & methods of using thereof	USA	11/906,531	14-Mar-2006	8,450,376	28-May-2013	07-Mar-2026	Granted		
Stabilized compositions of volatile alkylating agents & methods of using thereof	USA	13/735,710	14-Mar-2006	8,664,278	04-Mar-2014	07-Mar-2026	Granted		
Stabilized compositions of volatile alkylating agents & methods of using thereof	USA	14/153,914	14-Mar-2006	9,352,191	05-Jul-2016	07-Mar-2026	Granted		

VAL3							
Assignee: Actelion Pharmaceuticals Ltd							
Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Expiry	Status
Stabilized compositions of alkylating agents & methods of using same	USA (Priority)	61/039,949	27-Mar-2008			27-Mar-2028	Inactive
Abandon Date							

VAL4							
Assignee: Actelion Pharmaceuticals Ltd							
Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Expiry	Status
Compositions of alkylating agents & methods of treating skin disorders therewith	USA	13/546,149	11-Jul-2012			11-Jul-2032	Inactive
Compositions of alkylating agents & methods of treating skin disorders therewith	USA (Priority)	61/506,222	11-Jul-2011			11-Jul-2031	Inactive
Compositions of alkylating agents & methods of treating skin disorders therewith	USA (Priority)	61/537,153	21-Sep-2011			21-Sep-2031	Inactive
Abandon Date							

VAL5							
Assignee: Actelion Pharmaceuticals Ltd							
Title	Country	Application No.	Filing Date	Patent No.	Issue Date	Expiry	Status
Methods for treating skin disorders with a topical composition of bis-(2-chloroethyl) methylamine	USA	15/804,804	06-Nov-2017			06-Nov-2037	Pending
Methods for treating skin disorders with a topical composition of bis-(2-chloroethyl) methylamine	USA (Priority)	62/418,606	07-Nov-2016			07-Nov-2036	Inactive
Abandon Date							