

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6063956

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SYNERGY PHARMACEUTICALS, INC	03/04/2019
RECEIVING PARTY DATA	
Name:	BAUSCH HEALTH IRELAND LIMITED
Street Address:	3013 LAKE DRIVE
Internal Address:	CITYWEST BUSINESS CAMPUS
City:	DUBLIN
State/Country:	IRELAND
Postal Code:	24
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9505805
CORRESPONDENCE DATA	
Fax Number:	(717)257-7580
<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:	215-972-7734
Email:	ipgroupmailbox@saul.com
Correspondent Name:	KATHRYN DOYLE, SAUL EWING ARNSTEIN & LEHR LLP
Address Line 1:	CENTRE SQUARE WEST
Address Line 2:	1500 MARKET STREET 38TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19102
ATTORNEY DOCKET NUMBER:	376464-2300US6(00260)
NAME OF SUBMITTER:	KATHRYN DOYLE
SIGNATURE:	/KATHRYN DOYLE, REG. NO. 36317/
DATE SIGNED:	04/16/2020
Total Attachments: 11	
source=PatentAssignment_Synergy_BauschHealthLimitedIreland#page1.tif	
source=PatentAssignment_Synergy_BauschHealthLimitedIreland#page2.tif	
source=PatentAssignment_Synergy_BauschHealthLimitedIreland#page3.tif	
source=PatentAssignment_Synergy_BauschHealthLimitedIreland#page4.tif	

source=PatentAssignment_Synergy_BauschHealthLimitedIreland#page5.tif
source=PatentAssignment_Synergy_BauschHealthLimitedIreland#page6.tif
source=PatentAssignment_Synergy_BauschHealthLimitedIreland#page7.tif
source=PatentAssignment_Synergy_BauschHealthLimitedIreland#page8.tif
source=PatentAssignment_Synergy_BauschHealthLimitedIreland#page9.tif
source=PatentAssignment_Synergy_BauschHealthLimitedIreland#page10.tif
source=PatentAssignment_Synergy_BauschHealthLimitedIreland#page11.tif

PATENT ASSIGNMENT AGREEMENT – UNITED STATES

THIS PATENT PROPERTY ASSIGNMENT AGREEMENT – UNITED STATES, dated as of March 6, 2019 (this “Agreement”), is made by and among Bausch Health Ireland Limited, a private limited company organized under the laws of Ireland (the “Assignee”), and Synergy Pharmaceuticals Inc., a Delaware corporation (the “Parent”), and its wholly-owned subsidiary, Synergy Advanced Pharmaceuticals, Inc., a Delaware corporation (“SF Sub”) (each of the Parent and SF Sub, an “Assignor” and collectively, the “Assignors”). Each of the Assignee and the Assignors are referred to individually herein as a “Party” and collectively as the “Parties.” Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Asset Purchase Agreement (as defined below).

RECITALS:

WHEREAS, the Assignee and the Assignors have entered into that certain Asset Purchase Agreement, dated as of December 11, 2018, as amended and restated on January 4, 2019 (as further amended, restated, supplemented or otherwise modified from time to time, the “Asset Purchase Agreement”); and

WHEREAS, this Agreement is made and delivered pursuant to the terms and subject to the conditions set forth in the Asset Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement, and in consideration of the representations, warranties, covenants and agreements set forth therein, the Parties hereto agree as follows:

1. Acquired Patents. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby irrevocably and unconditionally sell, transfer, assign, convey, and deliver to the Assignee and its successors and permitted assigns, forever, and the Assignee accepts and acquires from the Assignors all of the Assignors’ right, title, and interest (of every nature, kind, and description, tangible or intangible (including goodwill), whether real, personal, or mixed, whether accrued, contingent, or otherwise, wherever located), in each case free and clear of any and all Encumbrances (other than Permitted Post-Closing Encumbrances) in, to, and under all of Seller’s right, title and interest in and to those patents and patent applications set forth on Schedule I hereto (the “Acquired Patents”), including (i) all of Assignors’ rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, (ii) all causes of action (whether in law or in equity) with respect thereto, and (iii) the right to sue, counterclaim, and recover for past, present and future infringement of the Acquired Patents.

2. Further Assurances. This Agreement has been executed and delivered by the Assignors with the agreement that the same may be recorded with the United States Patent and Trademark Office and with other applicable governmental entity or registrar in other jurisdictions outside the United States. From time to time hereafter, and without further consideration, each of the Assignors, the Assignee, and their respective successors and permitted

assigns, covenant and agree that each of the Assignors, the Assignee, and their respective successors and permitted assigns shall execute and deliver, or shall cause to be executed and delivered, such further instruments of conveyance and transfer and take such additional action as the other Party may reasonably request to effect, consummate, confirm, or evidence the transfer to the Assignee, its successors, and permitted assigns of the Acquired Patents in accordance with the foregoing. Assignor shall provide Assignee and its successors and assigns reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all country specific forms of assignment, affidavits, declarations, oaths, exhibits, powers of attorney or other documentation) as are reasonably requested by Assignee to effect, record, register or maintain this Assignment and/or the rights assigned herein. The Parties hereby authorize the relevant authority at the United States Patent and Trademark Office and respective foreign patent and trademark offices to record this Agreement and record Assignee as the owner of the Acquired Patents and to issue any and all Acquired Patents to Assignee, as assignee of Assignor's entire right, title and interest in, to and under the same.

3. Power of Attorney. The Assignors hereby constitute and appoint the Assignee as the Assignors' true and lawful attorney in fact, with full power of substitution in the Assignors' name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights more effectively in the Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. The Assignors hereby declare that the foregoing power is coupled with an interest and as such is irrevocable.

4. Notices. All notices, requests, claims, demands or other communications hereunder to any Party shall be given in the manner set forth in the Asset Purchase Agreement. Any Party may change its address for receiving notices, requests, and other documents by giving written notice of such change to the other Parties in accordance with the Asset Purchase Agreement.

5. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other Persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

6. Effectiveness. This Agreement shall be effective as of the Closing Date pursuant to the terms of the Asset Purchase Agreement.

7. Amendments; Waivers. This Agreement may not be waived, altered, amended or modified except by an instrument in writing signed by, or on behalf of each of the Parties hereto.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

9. Governing Law; Submission of Jurisdiction; Waiver of Jury Trial. With regard to patent, trademark and copyright issues, this Agreement shall be governed by and construed in accordance with the federal Laws of the United States. For all other matters, this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware

without regard to the rules of conflict of Laws of the State of Delaware or any other jurisdiction. Each of the Parties irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court), provided, however, that if the Chapter 11 Case has been closed and/or the Bankruptcy Court declines jurisdiction, each of the Parties agree to and hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the United States District Court sitting in Wilmington, Delaware. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any such litigation in any such court. Each Party hereby consents to service of process in the manner set forth in Section 4. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. Third Parties. This Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns and shall not be binding upon, inure to the benefit of, or be enforceable by any other party.

[Signature Pages Follow]

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

ASSIGNORS:

SYNERGY PHARMACEUTICALS INC.

By: [Signature]
Name: Gary G. Gemignani
Title: EVP and Chief Financial Officer

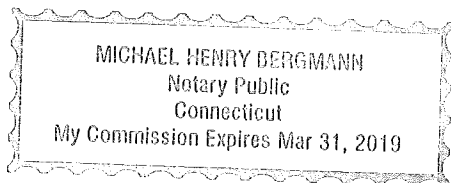
**SYNERGY ADVANCED
PHARMACEUTICALS, INC.**

By: [Signature]
Name: Gary G. Gemignani
Title: EVP and Chief Financial Officer

STATE OF Connecticut)
COUNTY OF Fairfield) ss.: Darren

On this 4th day of March 2019, before me personally appeared Gary G. Gemignani, in his/her capacity as EVP and CFO of Synergy Pharmaceuticals Inc., and Gary G. Gemignani, in his/her capacity as EVP and CFO of Synergy Advanced Pharmaceuticals, Inc., who each proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to or who executed the foregoing instrument in his authorized capacity, and who duly acknowledged to me that execution of the same is his/her own free act and deed and made with appropriate authority.

[Signature]
Notary Public



My Commission Expires: 03/31/2019

[Notary Seal]

[Signature Page to Patent Assignment – United States]

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

ASSIGNEE:

**BAUSCH HEALTH IRELAND
LIMITED**

By: 
Name: Graham Jackson
Title:

Director

[Signature Page to Patent Assignment — United States]

Schedule I

Acquired Patents

Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
GUANYLATE CYCLASE RECEPTOR AGONISTS FOR THE TREATMENT OF TISSUE INFLAMMATION AND CARCINOGENESIS	10/107,814	3/28/2002	7,041,786	5/9/2006	Granted	United States of America
GUANYLATE CYCLASE RECEPTOR AGONISTS FOR THE TREATMENT OF TISSUE INFLAMMATION AND CARCINOGENESIS	11/347,115	2/2/2006	7,799,897	9/21/2010	Granted	United States of America
GUANYLATE CYCLASE RECEPTOR AGONISTS FOR THE TREATMENT OF TISSUE INFLAMMATION AND CARCINOGENESIS	12/763,707	4/20/2010	8,114,831	2/14/2012	Granted	United States of America
GUANYLATE CYCLASE RECEPTOR AGONISTS FOR THE TREATMENT OF TISSUE INFLAMMATION AND CARCINOGENESIS	13/339,785	12/29/2011	8,637,451	1/28/2014	Granted	United States of America
GUANYLATE CYCLASE RECEPTOR AGONISTS FOR THE TREATMENT OF TISSUE INFLAMMATION AND CARCINOGENESIS	14/137,256	12/20/2013			Pending	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	12/133,344	6/4/2008	7,879,802	2/1/2011	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF HYPERCHOLESTEROLEMIA, ATHEROSCLEROSIS, CORONARY HEART DISEASE, GALLSTONE, OBESITY AND OTHER CARDIOVASCULAR DISEASES	12/630,654	12/3/2009	8,969,514	3/3/2015	Granted	United States of America

AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	13/010,267	1/20/2011	8,716,224	5/6/2014	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	13/857,283	4/5/2013	8,901,075	12/2/2014	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	14/528,257	10/30/2014	9,266,926	2/23/2016	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF HYPERCHOLESTEROLEMIA, ATHEROSCLEROSIS, CORONARY HEART DISEASE, GALLSTONE, OBESITY AND OTHER CARDIOVASCULAR DISEASES	14/742,456	6/17/2015	9,814,752	11/14/2017	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	15/049,740	2/22/2016	9,914,752	3/13/2018	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	15/471,462	3/28/2017			Pending	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	15/918,047	3/12/2018			Pending	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	14/228,843	3/28/2014	9,238,677	1/19/2016	Granted	United States of America

METHOD OF INHIBITING BILE ACID ABSORPTION BY ADMINISTERING AN AGONIST OF A GUANYLATE CYCLASE RECEPTOR	13/513,224	12/3/2010	9,089,612	7/28/2015	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	12/478,505	6/4/2009	8,207,295	6/26/2012	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	13/467,703	5/9/2012	8,357,775	1/22/2013	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	13/716,874	12/17/2012	8,497,348	7/30/2013	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	14/831,293	8/20/2015	9,920,095	3/20/2018	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	12/504,288	7/16/2009	8,034,782	10/11/2011	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	14/632,314	2/26/2015	9,505,805	11/29/2016	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	13/226,300	9/6/2011	8,367,800	2/5/2013	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	13/731,483	12/31/2012	8,569,246	10/29/2013	Granted	United States of America

AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS, INFLAMMATION, CANCER AND OTHER DISORDERS	13/955,710	7/31/2013	8,664,354	3/4/2014	Granted	United States of America
FORMULATIONS OF GUANYLATE CYCLASE C AGONISTS AND METHODS OF USE	14/301,812	6/11/2014	10,034,836	7/31/2018	Granted	United States of America
FORMULATIONS OF GUANYLATE CYCLASE C AGONISTS AND METHODS OF USE	16/018,278	6/26/2018			Pending	United States of America
PROCESS OF PREPARING GUANYLATE CYCLASE C AGONIST	15/405,787	1/13/2017			Pending	United States of America
PROCESS OF PREPARING GUANYLATE CYCLASE C AGONIST	14/001,638	3/1/2012	9,580,471	2/28/2017	Granted	United States of America
FORMULATIONS OF GUANYLATE CYCLASE C AGONISTS AND METHODS OF USE	14/845,644	9/4/2015	9,610,321	4/4/2017	Granted	United States of America
FORMULATIONS OF GUANYLATE CYCLASE C AGONISTS AND METHODS OF USE	15/467,631	3/23/2017	9,925,231	3/27/2018	Granted	United States of America
FORMULATIONS OF GUANYLATE CYCLASE C AGONISTS AND METHODS OF USE	15/467,648	3/23/2017	9,919,024	3/20/2018	Granted	United States of America
FORMULATIONS OF GUANYLATE CYCLASE C AGONISTS AND METHODS OF USE	15/924,940	3/19/2018			Pending	United States of America
FORMULATIONS OF GUANYLATE CYCLASE C AGONISTS AND METHODS OF USE	13/421,769	3/15/2012	9,616,097	4/11/2017	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR DOWNREGULATION OF PRO-INFLAMMATORY CYTOKINES	15/026,560	10/9/2014			Pending	United States of America
COMPOSITIONS USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS	14/207,749	3/13/2014	9,486,494	11/8/2016	Granted	United States of America

COMPOSITIONS USEFUL FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS	15/272,873	9/22/2016			Pending	United States of America
AGONISTS OF GUANYLATE CYCLASE AND THEIR USES	14/189,645	2/25/2014	9,545,446	1/17/2017	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE AND THEIR USES	15/381,680	12/16/2016			Pending	United States of America
AGONISTS OF GUANYLATE CYCLASE AND THEIR USES	14/207,753	3/13/2014	9,708,367	7/18/2017	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE AND THEIR USES	15/622,526	6/14/2017	10,118,946	11/6/2018	Granted	United States of America
AGONISTS OF GUANYLATE CYCLASE AND THEIR USES	16/150,703	10/3/2018			Pending	United States of America
FORMULATIONS AND METHODS FOR TREATING ULCERATIVE COLITIS	16/069,313	1/11/2017			Pending	United States of America
COMPOSITIONS AND METHOD FOR THE TREATMENT AND DETECTION OF COLON CANCER	15/777,273	11/18/2016			Pending	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF OPIOID INDUCED DYSFUNCTIONS	15/026,563	10/10/2014			Pending	United States of America
AGONISTS OF GUANYLATE CYCLASE USEFUL FOR THE TREATMENT OF OPIOID INDUCED DYSFUNCTIONS	14/944,499	11/18/2015			Pending	United States of America
ULTRA-PURE AGONISTS OF GUANYLATE CYCLASE C, METHOD OF MAKING AND USING SAME	16/000,251	6/5/2018			Pending	United States of America
ULTRA-PURE AGONISTS OF GUANYLATE CYCLASE C, METHOD OF MAKING AND USING SAME	14/896,019	6/5/2014	10,011,637	7/3/2018	Granted	United States of America

INTER PARTES REVIEW OF USP 8,101,579 ENTITLED METHODS AND COMPOSITIONS FOR THE TREATMENT OF GASTROINTESTINAL DISORDERS (IPR 2018-01363)			8,101,579		Pending	United States of America
---	--	--	-----------	--	---------	-----------------------------