

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6128357

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ARCTURUS THERAPEUTICS LTD	06/22/2018
RECEIVING PARTY DATA	
Name:	VALLON PHARMACEUTICALS, INC.
Street Address:	100 N. 18TH STREET
Internal Address:	SUITE 300
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16679983
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>	
Email:	vjones@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVE NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	VALP-001/C02US
NAME OF SUBMITTER:	ALLA BRUKMAN
SIGNATURE:	/Alla Brukman/
DATE SIGNED:	05/29/2020
Total Attachments: 30	
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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This Amended and Restated Asset Purchase Agreement (this "Agreement") is dated as of June 22, 2018, by and between Arcturus Therapeutics Ltd. (f/k/a Alcobra, Ltd.), an Israeli corporation (together with Arcturus (as defined below), its U.S. subsidiary, "Seller"), Amiservice Development Ltd., a BVI corporation ("Buyer") and Vallon Pharmaceuticals, Inc., a Delaware corporation ("Company") (Seller, Buyer and Company are sometimes referred to collectively as the "Parties," and individually as a "Party").

WITNESSETH:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

WHEREAS, subject to the terms set forth herein, at the Closing, Company shall purchase from Seller and Seller shall sell to Company all right, title and interest in and to the Transferred Assets (as defined below), in consideration for the Purchase Shares, all upon the terms and subject to the conditions set forth in this Agreement; and

[REDACTED]

NOW, THEREFORE, in consideration of the terms of this Agreement and intending to be legally bound, the Parties hereby amend and restate the Purchase Agreement in its entirety as follows:

ARTICLE I.
DEFINITIONS

The following terms, as used herein, shall have the following meanings:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

oppositions and other existing or future post-issuance proceedings, and extensions, revalidations, reissues, re-examinations and supplemental examinations, (d) inventor's certificates and (e) other forms of government issued rights substantially similar to any of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Transferred Assets” shall have the meaning ascribed thereto in Section 2.1 hereof.

“Transferred Intellectual Property” means all Intellectual Property that is owned or licensed or sublicensed to Seller [REDACTED] including the Patent Rights, [REDACTED]

ARTICLE II.
TERMS OF THE TRANSACTION

Section 2.1 Purchase and Sale of Transferred Assets. On the terms and subject to the conditions set forth herein, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Company, and the Buyer shall cause Company to purchase and acquire from Seller, all of Seller’s right, title and interest, as of the Closing, in and to the following assets, [REDACTED] whether tangible or intangible, real, personal or mixed, of every kind and description, wherever located, free and clear of all Liabilities (other than the Assumed Liabilities) or Encumbrances (collectively, the “Transferred Assets”):

[REDACTED]

(b) all Transferred Intellectual Property, wherever held or registered, and the right to sue and collect damages related thereto for past, present and future infringement of any of the foregoing;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

Section 11.2 Notices. All notices, requests, demands, and other communications required or permitted to be given or made hereunder by any party hereto shall be in writing and shall be deemed to have been duly given or made (a) if delivered personally, at the time of such delivery, (b) if transmitted by first class registered or certified mail, postage prepaid, return receipt requested, three (3) Business Days after the date of such mailing, (c) if sent by prepaid overnight delivery service, the next Business Day after being sent, or (d) if transmitted by cable, telegram, facsimile, or electronic mail, at the time of such transmission, in each case to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

If to Seller: Arcturus Therapeutics, Ltd.
Arcturus Therapeutics, Inc.
10628 Science Center Drive, Suite 250
San Diego, California 92121
Facsimile No.: (858) 300-5028
Attention: Chief Executive Officer
E-Mail: contracts@arcturusrx.com

If to Buyer: Amiservice Development Ltd.
117 Main Street, Road Town
Tortola, British Virgin Islands

If to Company: Vallon Pharmaceuticals, Inc.
100 N. 18th Street, Suite 300
Philadelphia, PA 19103
Attention: Ofir Levi, interim Chief Executive Officer
Email: ofir@adamasfunds.com

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

SELLER:

ARCTURUS THERAPEUTICS, LTD.

By: Joseph E. Payne
Name: Joseph E. Payne
Title: President & CEO

BUYER:

AMISERVICE DEVELOPMENT LTD.

By: _____
Name:
Title:

COMPANY:

VALLON PHARMACEUTICALS, INC.

By: _____
Name:
Title:

[Signature page to Amended and Restated Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

SELLER:

ARCTURUS THERAPEUTICS, LTD.

By: _____
Name:
Title:

BUYER:

AMISERVICE DEVELOPMENT LTD.

By: _____
Name: *Amiservice Development Ltd*
Title: *Director*

COMPANY:

VALLON PHARMACEUTICALS, INC.

By: _____
Name: *Ofir Levi*
Title: *Interim Chief Executive Officer*

{Signature page to Amended and Restated Asset Purchase Agreement}