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

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.

Email: vjones@cooley.com

COOLEY LLP Correspondent Name:

Address Line 1: 1299 PENNSYLVANIA AVE NW

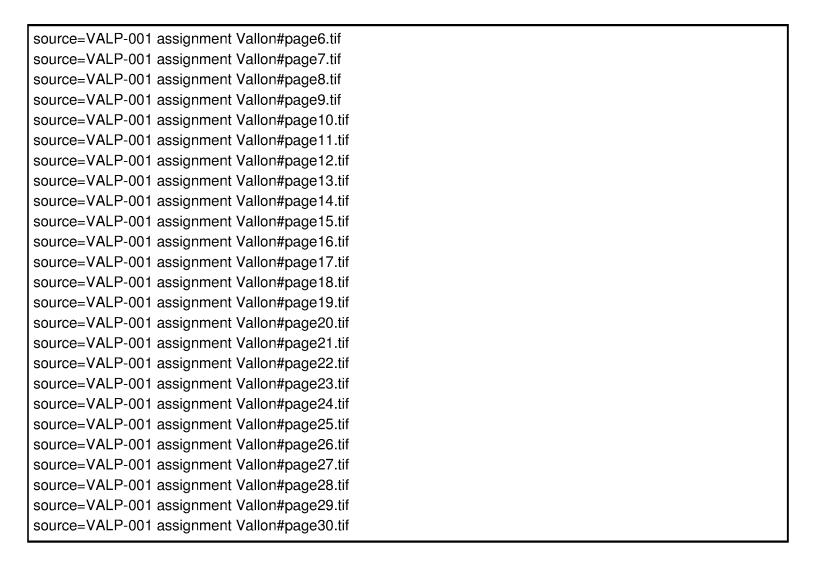
Address Line 2: SUITE 700

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

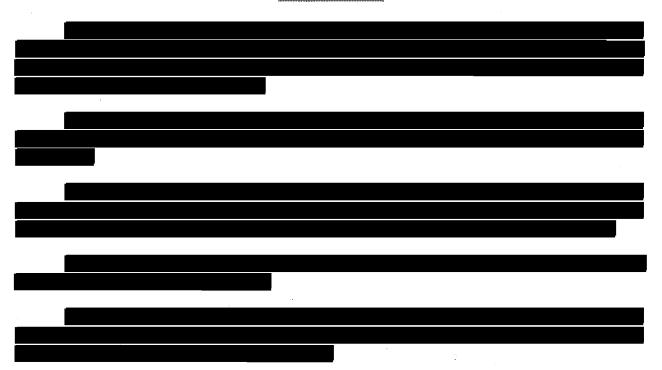
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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This Amended and Restated Asset Purchase Agreement (this "<u>Agreement</u>") 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, "<u>Seller</u>"), Amiservice Development Ltd., a BVI corporation ("<u>Buyer</u>") and Vallon Pharmaceuticals, Inc., a Delaware corporation ("<u>Company</u>") (Seller, Buyer and Company are sometimes referred to collectively as the "<u>Parties</u>," and individually as a "<u>Party</u>").

WITNESSETH:



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

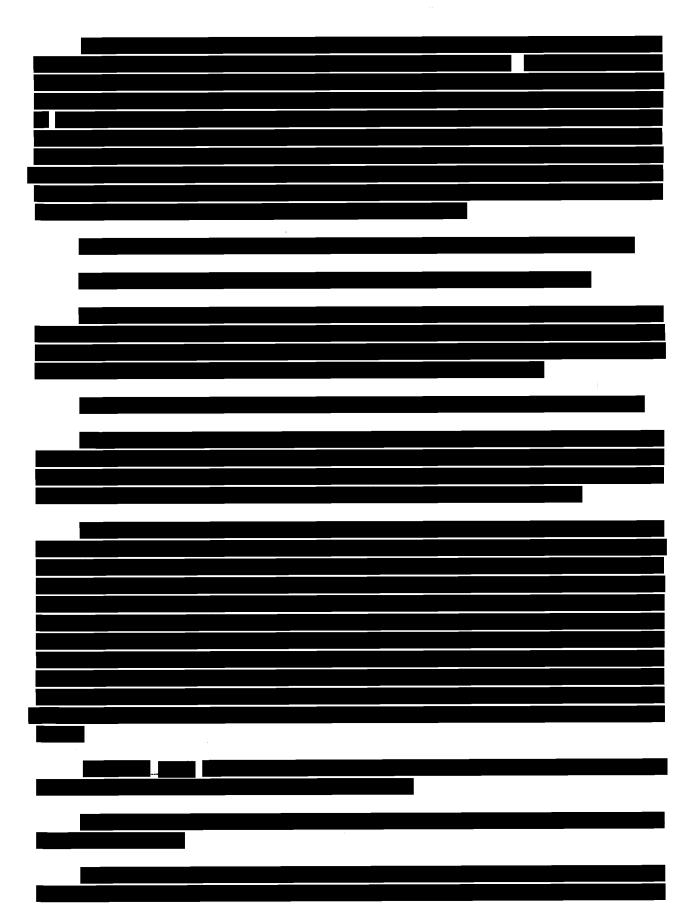


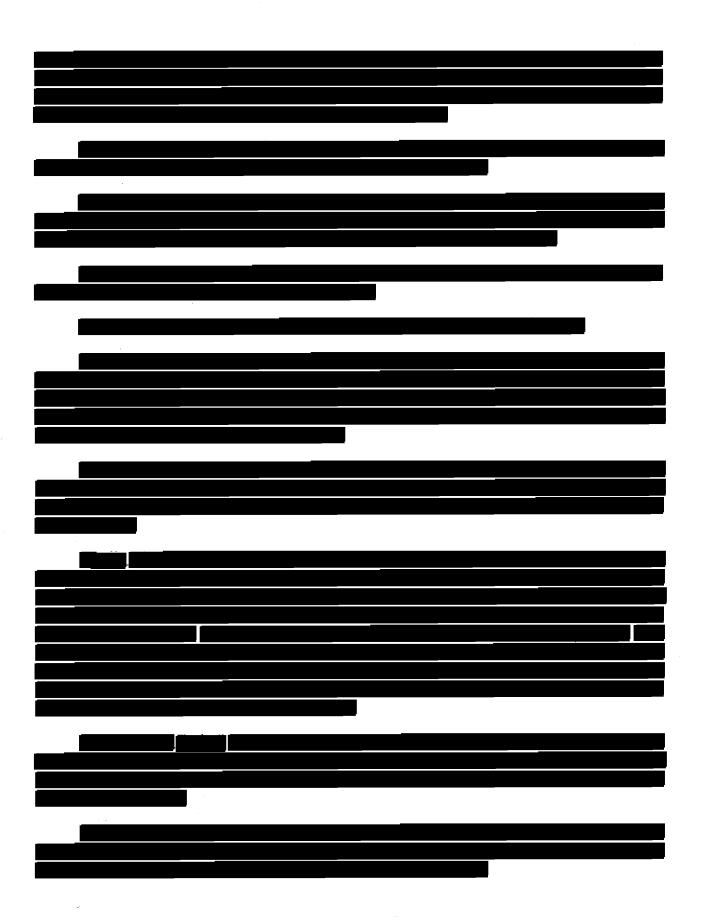
NOW, THEREFORE, in consideration of the terms of this Agreement and intending to be legally bound, the Parties hereby amend and restate the Purchase Agreement in its entirety as follows:

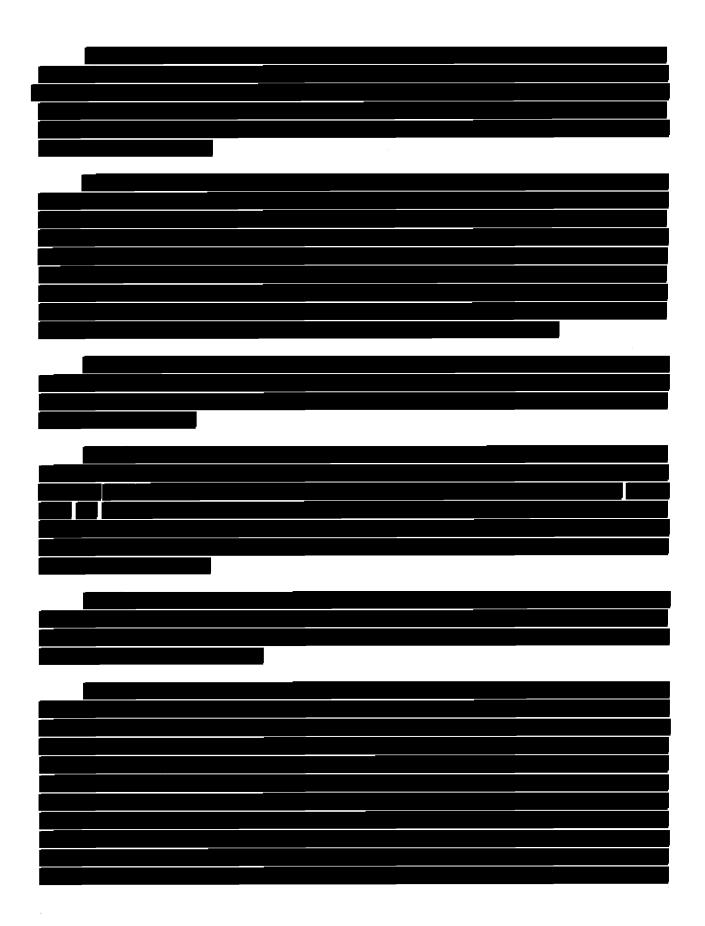
ARTICLE I. DEFINITIONS

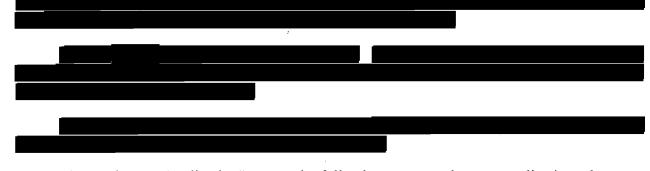
The following terms, as used herein, shall have the following meanings:

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"<u>Patent/Patent Application</u>" means the following patent and patent applications that were filed with the U.S. Patent and Trademark Office:

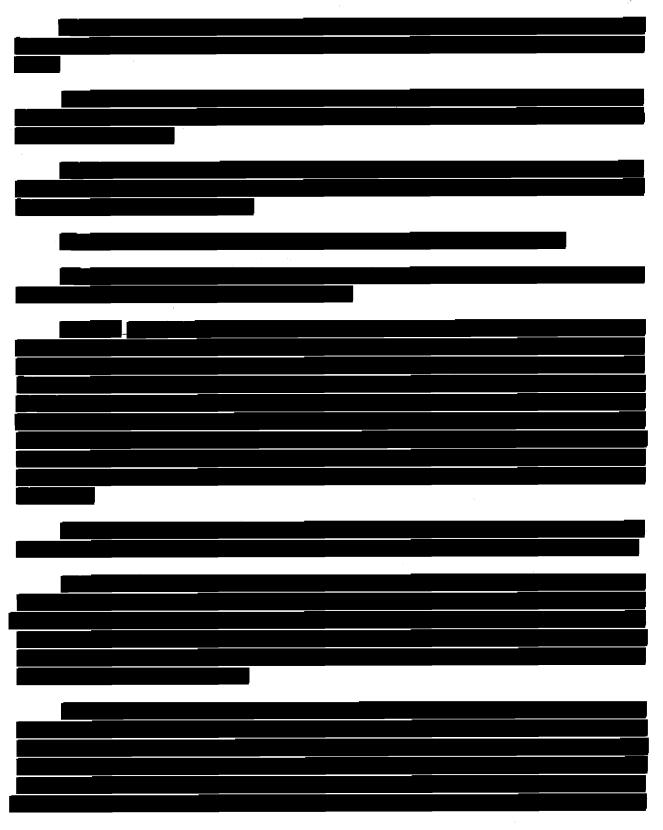
Title/Mark	Application No.	Application Date	Category Description
ABUSE DETERRENT FORMULATIONS			
OF AMPHETAMINE	62/455,227	2/6/2017	Provisional
ABUSE DETERRENT FORMULATIONS	18/017,019	2/6/2018	Non-Provisional
OF AMPHETAMINE			from Provisional
ABUSE DETERRENT FORMULATIONS			Non-Provisional
OF AMPHETAMINE	15/943,131	4/2/2018	from Provisional

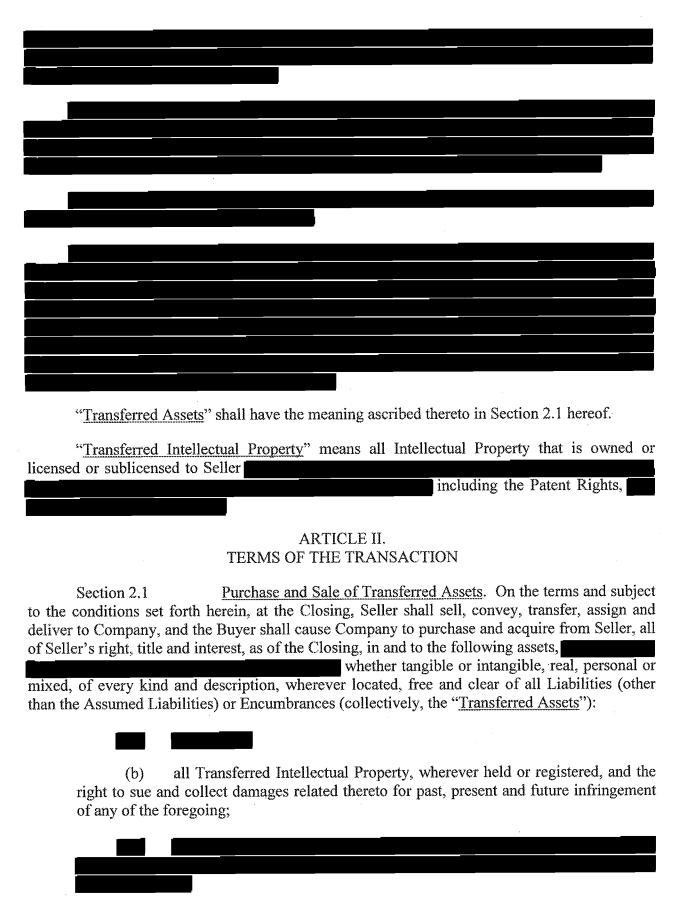
Title/Mark	Patent No.	Issue Date	Category Description
ABUSE DETERRENT FORMULATIONS OF AMPHETAMINE	U.S. 9,931,303	4/2/2018	Non-Provisional from Provisional

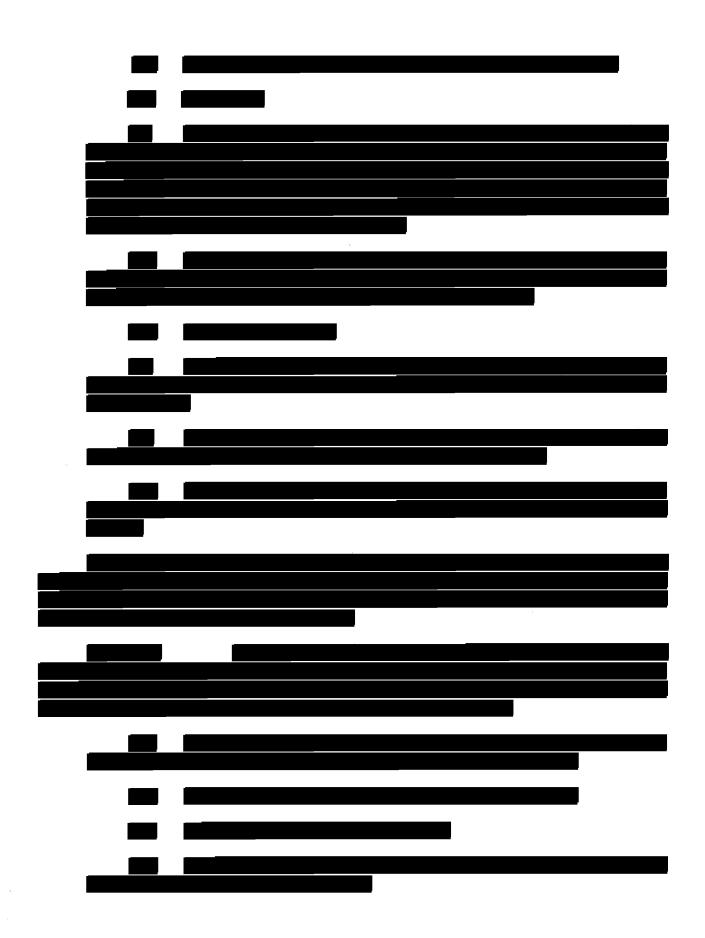
"Patent Rights" means the Patent Application as well as, without limitation, all related provisional applications, corresponding applications, applications claiming priority, continuations, continuations-in-part, divisions, reissues, renewals, and all patents granted thereon, and all patents-of-addition, reissue patents, reexaminations and extensions or restorations by existing or future extension or restoration mechanisms, including, without limitation, supplementary protection certificates or the equivalent thereof, rights to claim priority and other Governmental Entity-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models).

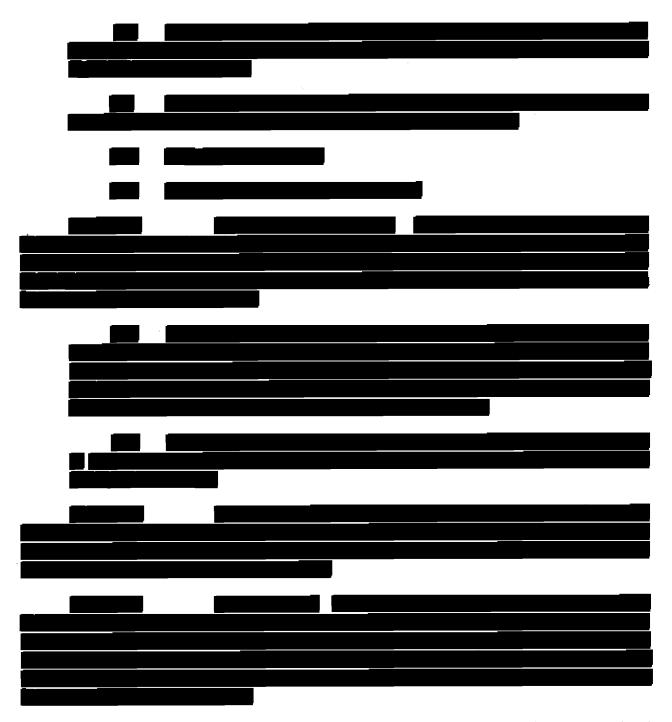
"Patents" means any and all (a) issued patents, (b) patent applications, including all applications and filings made pursuant to the Patent Cooperation Treaty, provisional applications, substitutions, continuations, continuations-in-part, divisionals, converted provisionals, continued prosecution applications and renewals, and all letters of patent granted with respect to any of the foregoing, (c) patents of addition, restorations, extensions, supplementary protection certificates, registration or confirmation patents, utility models, petty patents and design patents, patents resulting from post-grant proceedings, inter partes reviews,

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.



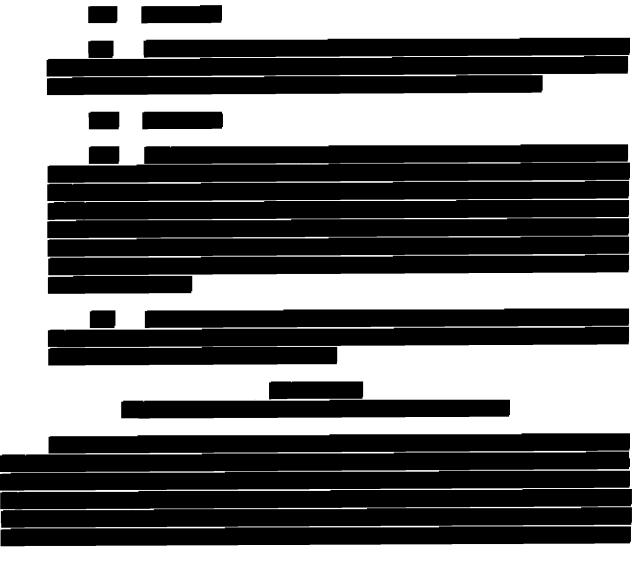


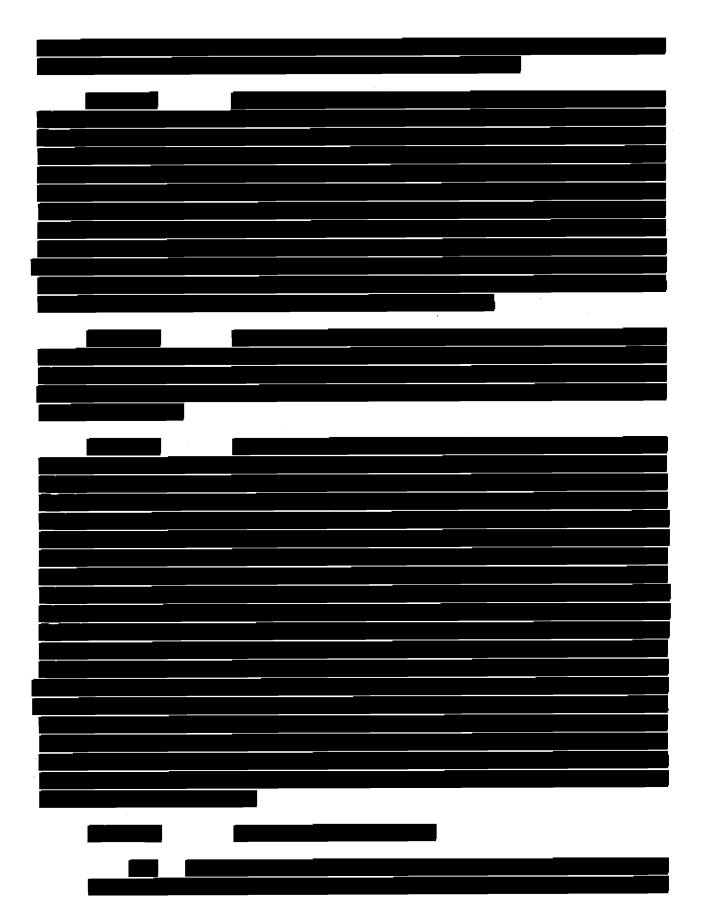


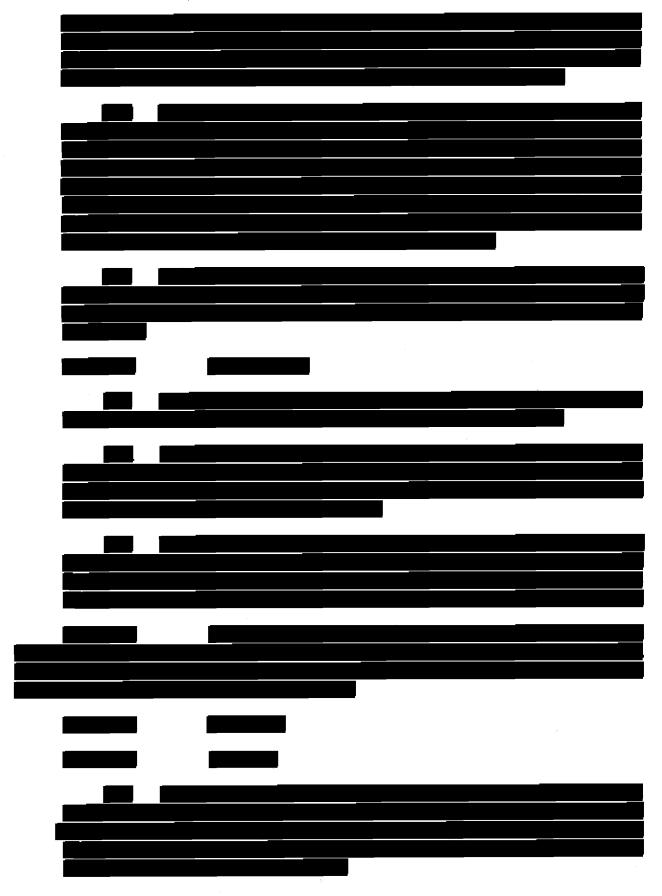


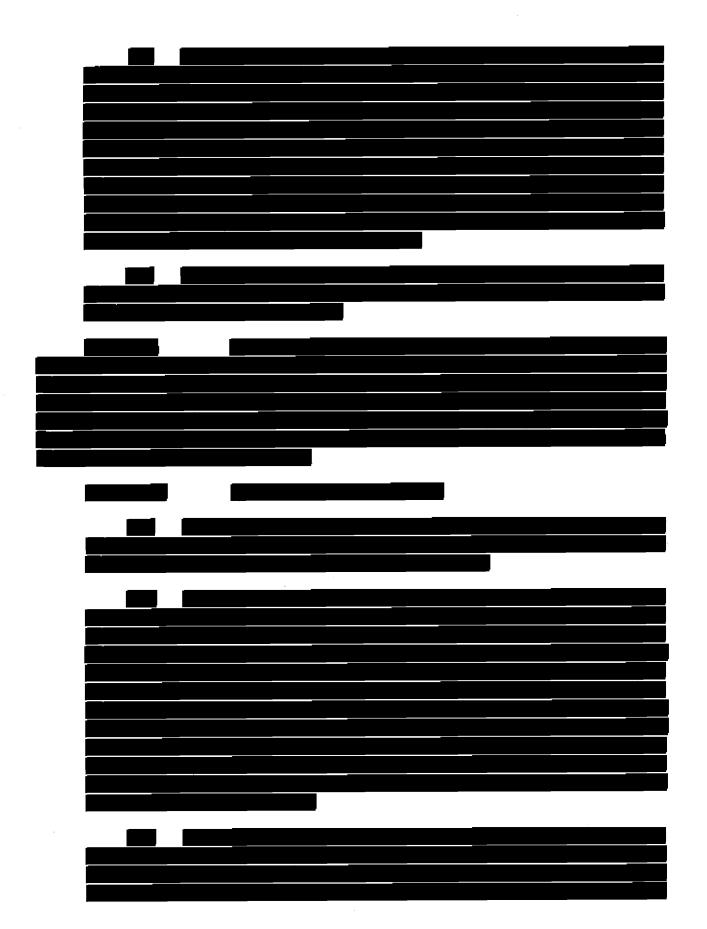
Section 2.6 The Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place electronically, through the exchange of documents, on the fifth Business Day following the satisfaction or waiver of the conditions precedent to Closing set forth in this Agreement, or at such other time and place as may be agreed by the Parties. The date on which the Closing is to occur is herein referred to as the "Closing Date". At the Closing the following transactions shall occur, and the following documents shall be delivered, which transactions shall be deemed to take place simultaneously and no transactions shall be deemed to have been completed or any document delivered until all such transactions have been completed and all required documents delivered:

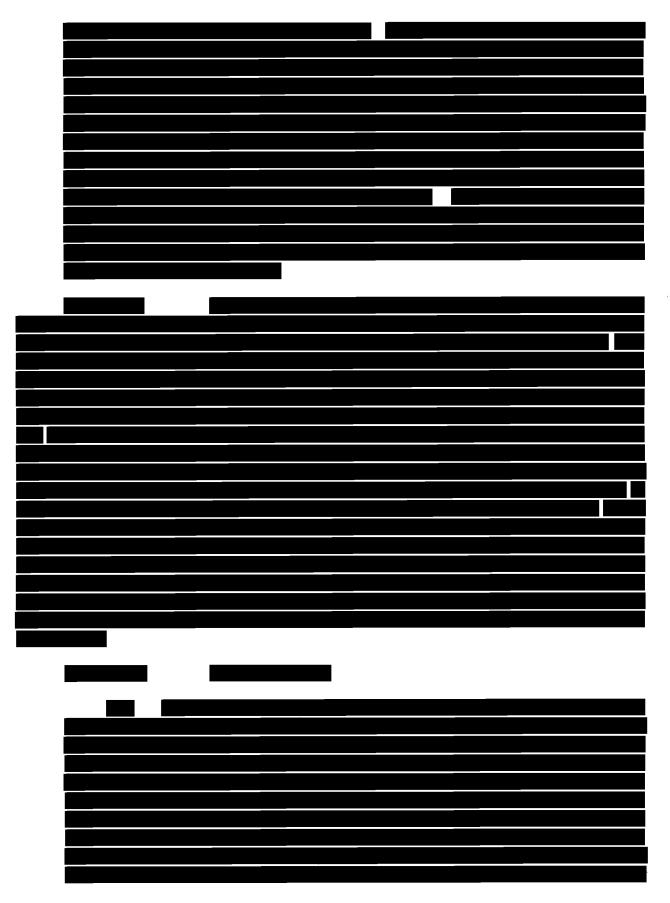
- (b) Seller shall sell, assign, transfer and deliver to Company Seller's entire, right, title and interest in the Transferred Assets and provide Buyer with any item of the Transferred Assets which is in tangible form (including documents, materials and hard copy data).
- (c) Seller shall deliver to Company with a copy to Buyer an executed bill of sale for the Transferred Assets and executed letters of assignment for the Patent Application and the Contracts in a form reasonably satisfactory to Buyer and Company accompanied by any consent required under the Contracts in connection with the assignment thereof.
- (d) The Parties shall execute such assignments and any other instruments of conveyance as required or as Buyer or Company may reasonably request, to effectively consummate the transactions under the Agreement.

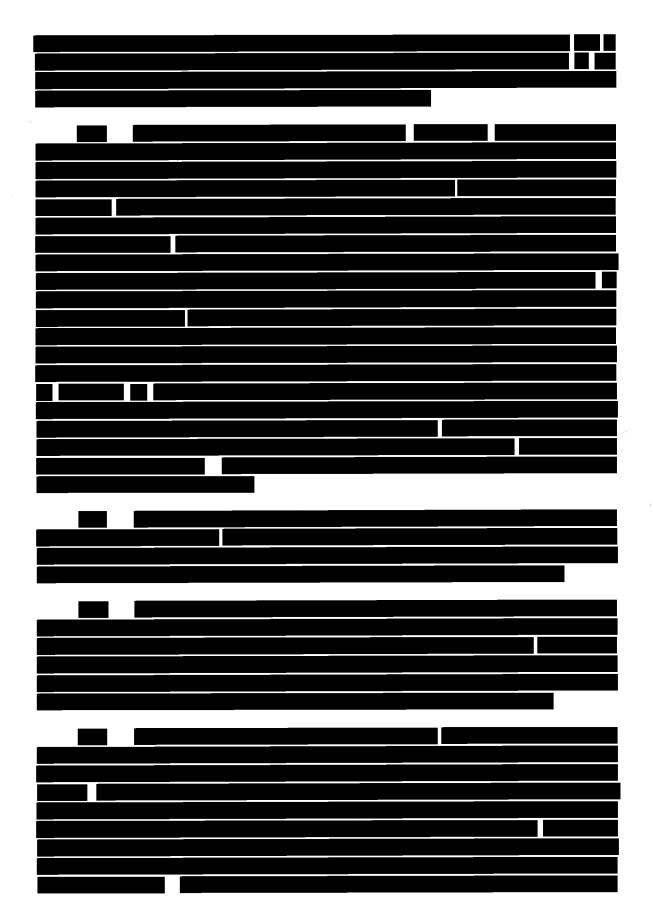


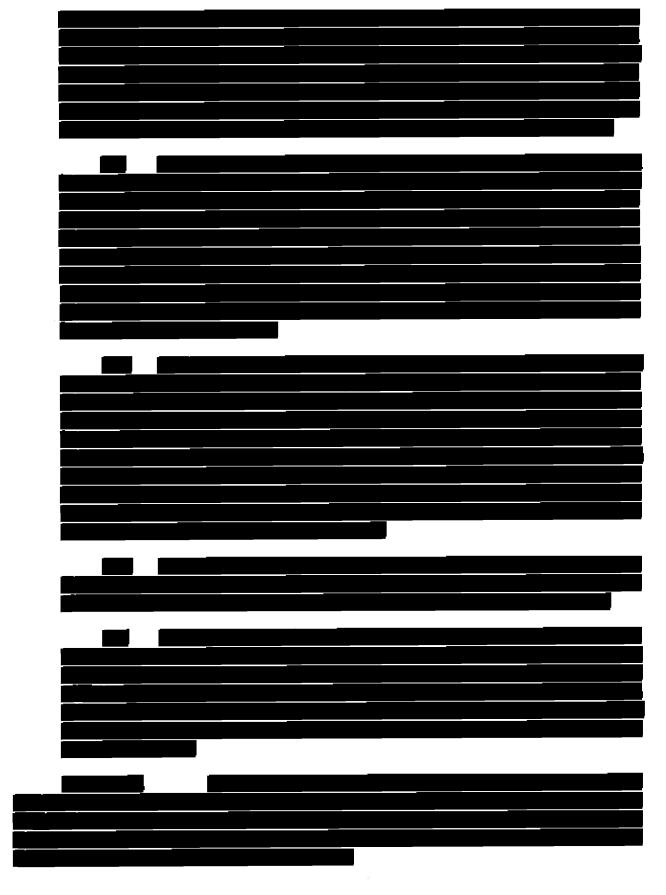


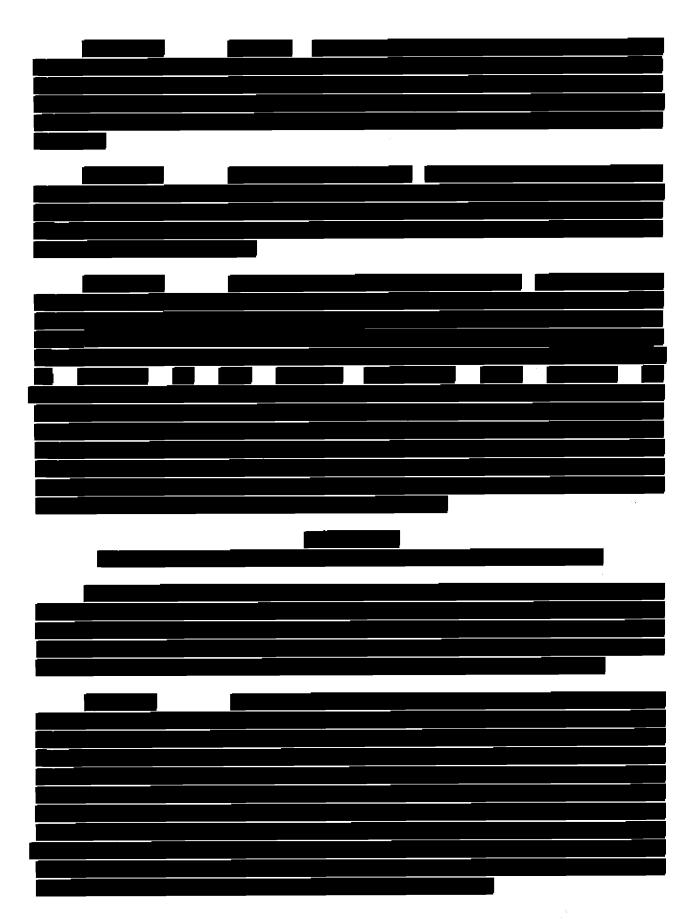


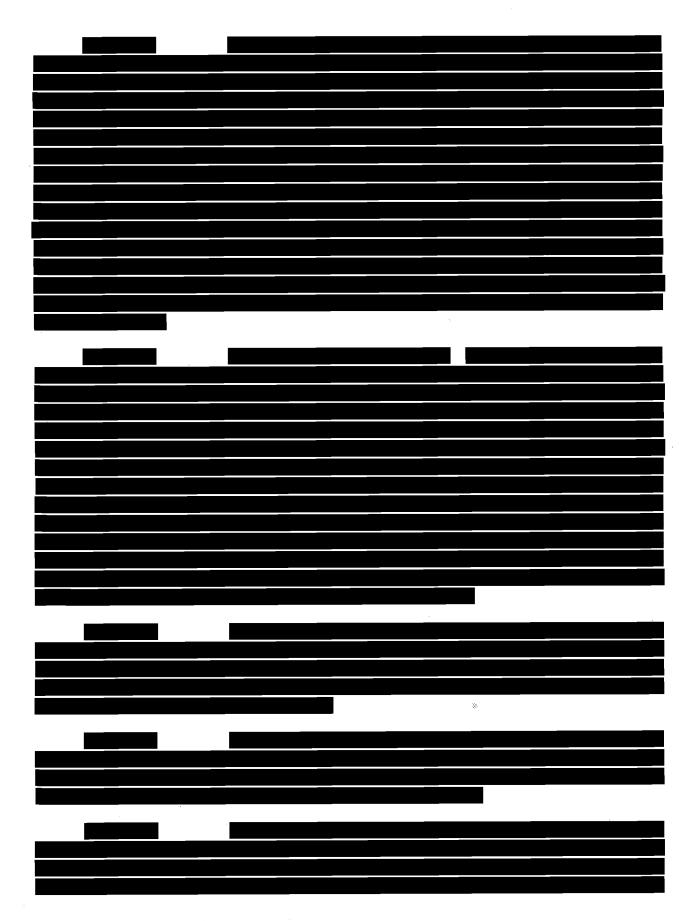


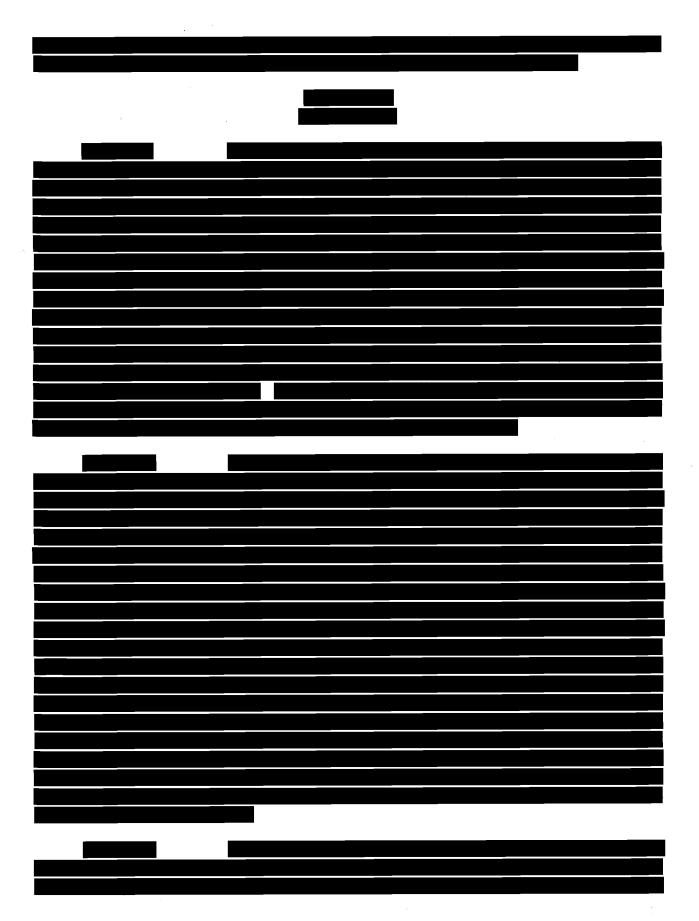


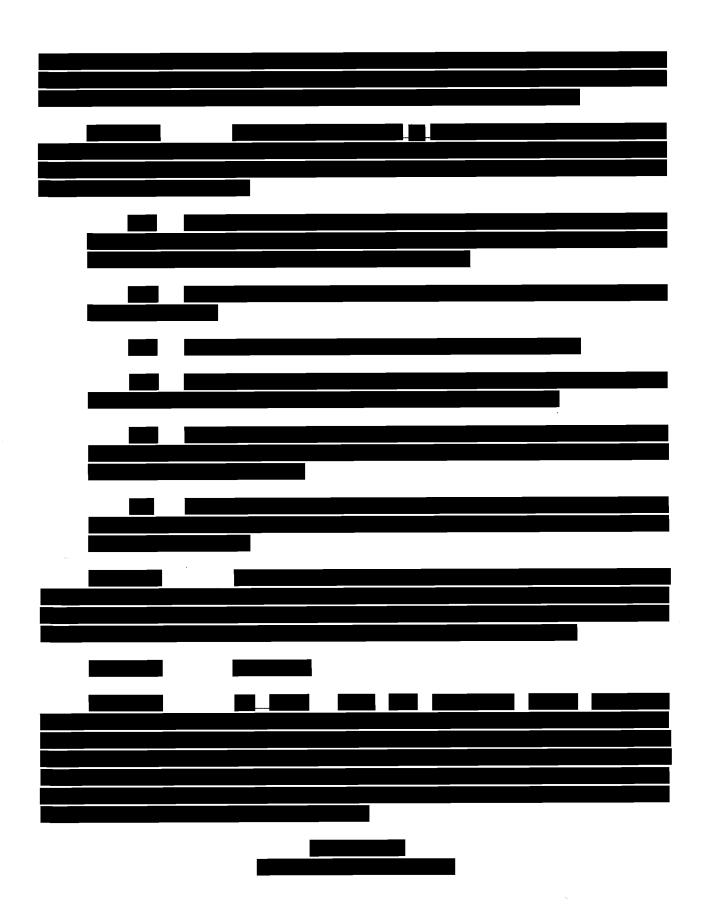


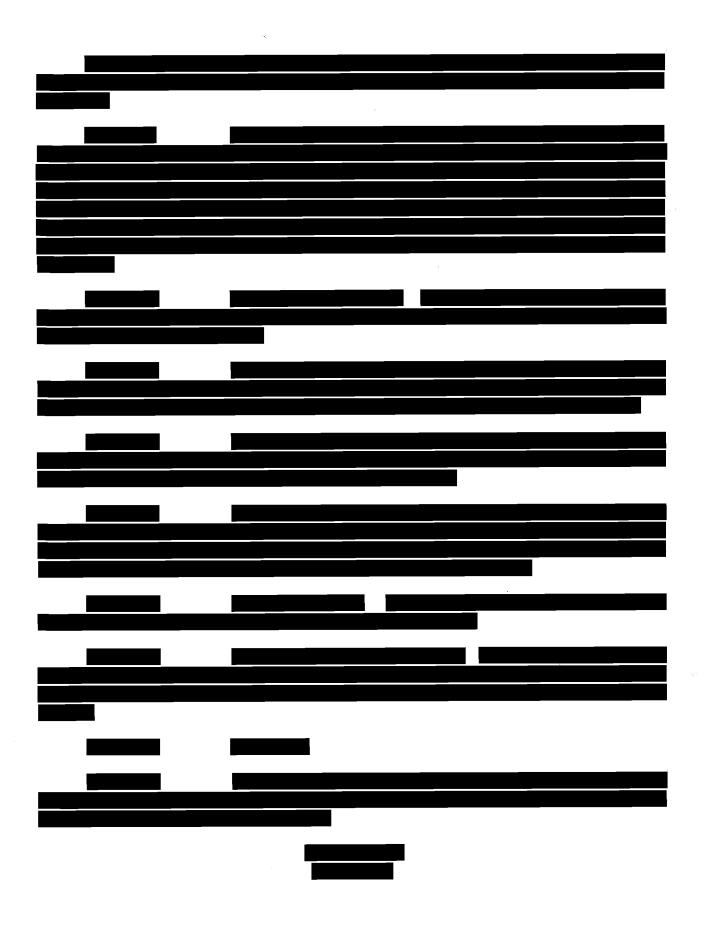


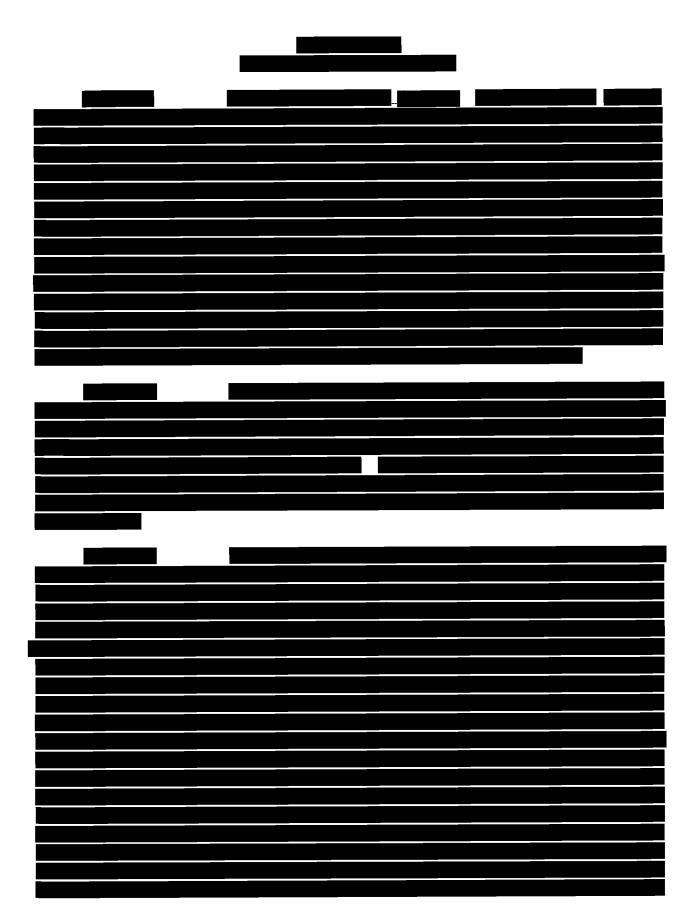


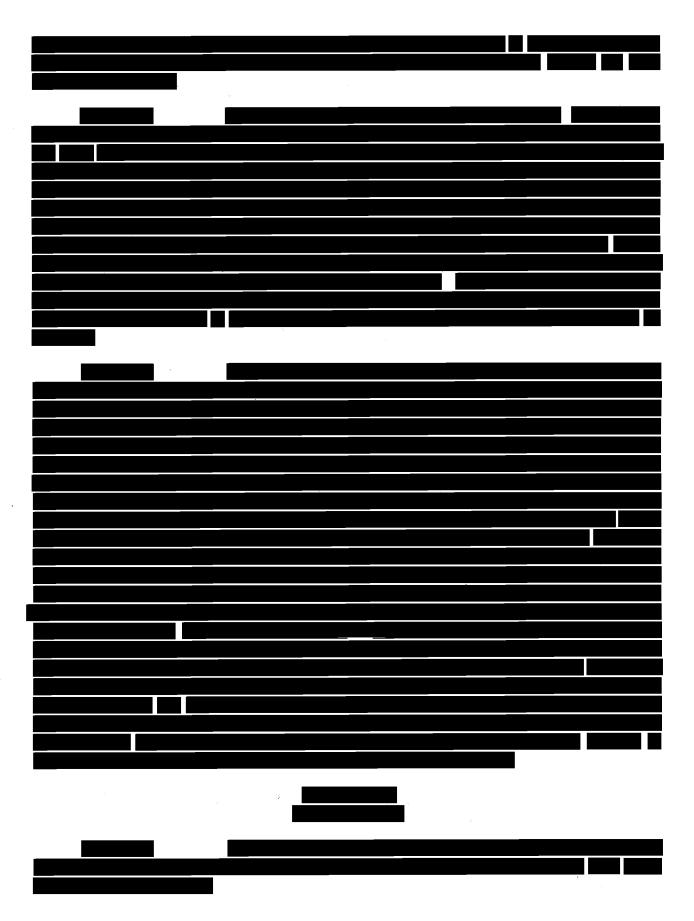


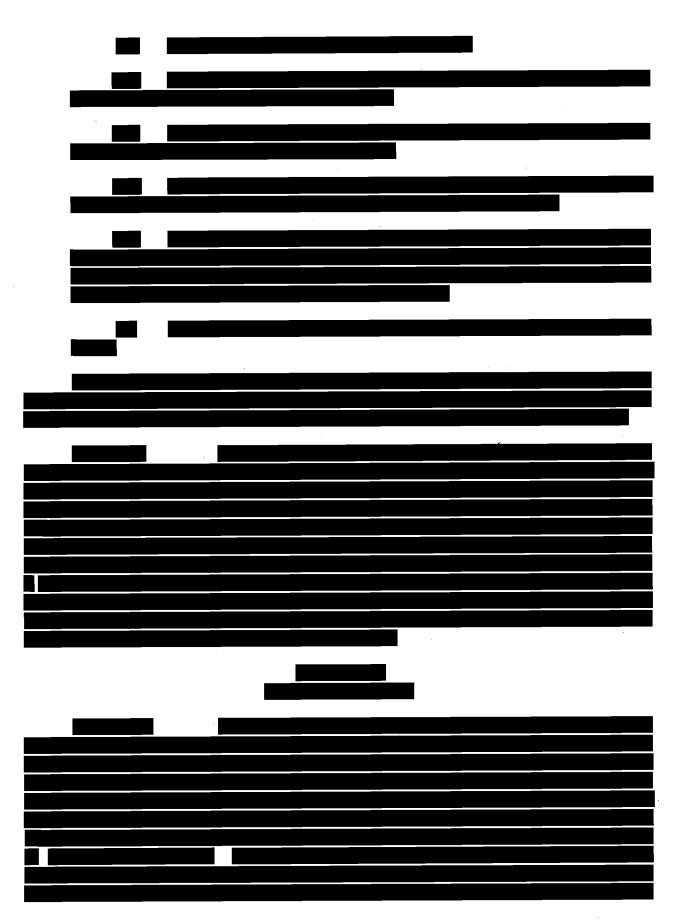


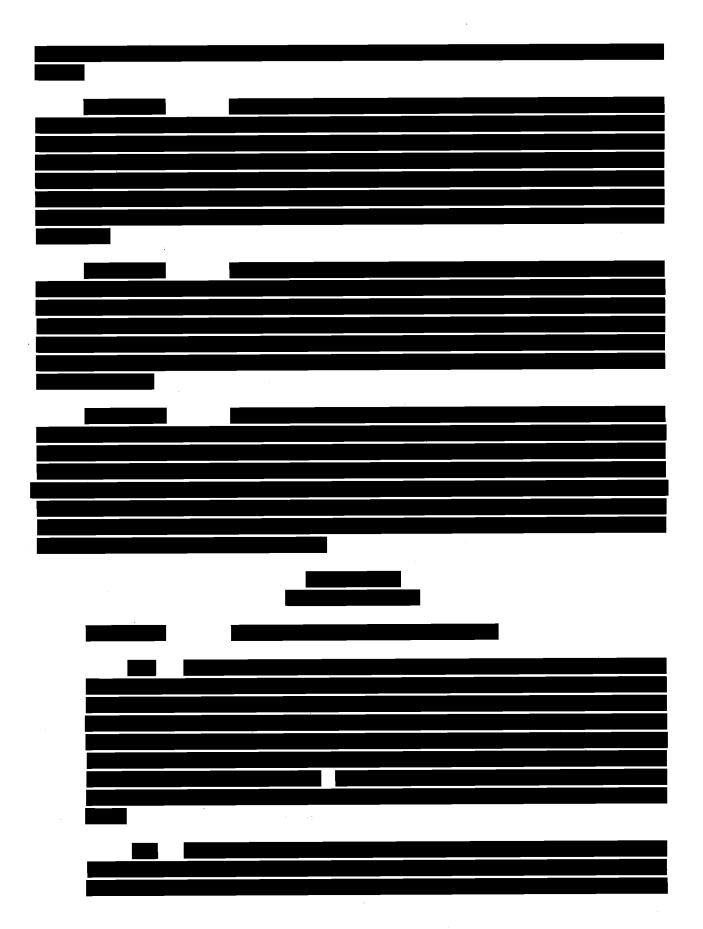


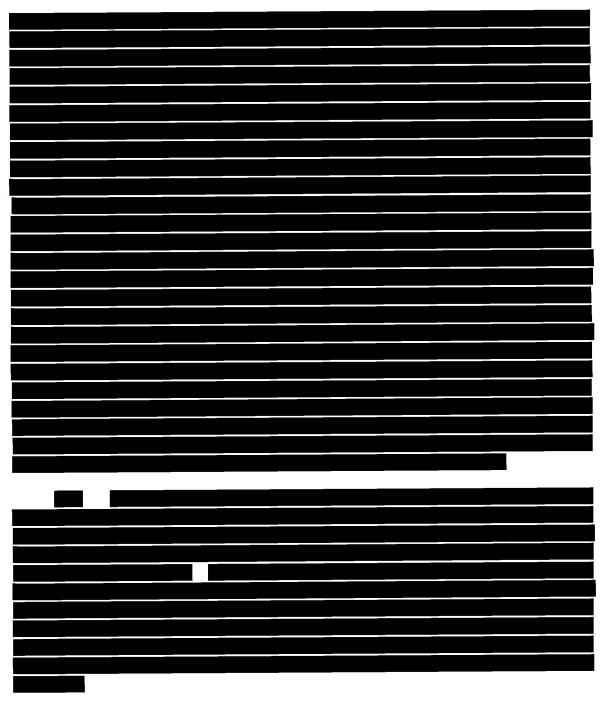












Section 11.2 <u>Notices.</u> All notices, requests, demands, and other communications required or permitted to be given or made hereunder by any party hereto shall be in writing and shall be deemed to have been duly given or made (a) if delivered personally, at the time of such delivery, (b) if transmitted 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:

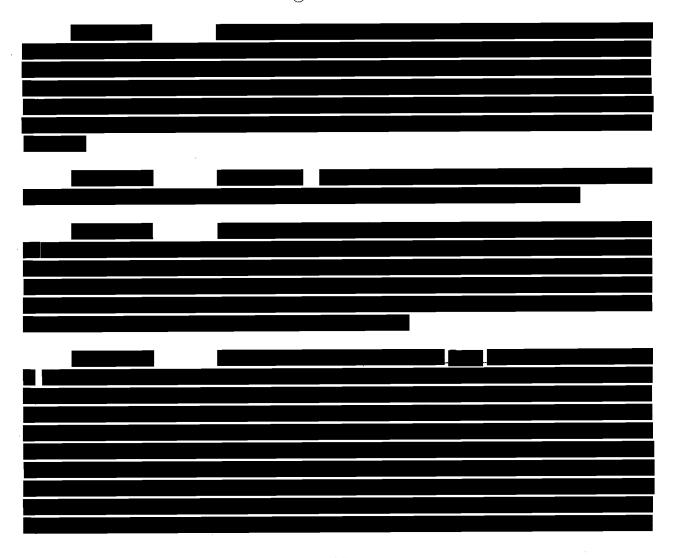
Amiservice Development Ltd. 117 Main Street, Road Town Tortola, British Virgin Islands

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





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: Jayle & Payre Name: Joseph & Payre Title: President & CEO
BUYER:
AMISERVICE DEVELOPMENT LTD.
By: Name: Title:
COMPANY:
VALLON PHARMACEUTICALS, INC.
Ву:
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.

Name: The Control

COMPANY:

VALLON PHARMACEUTICALS, INC.

Name: Ourtevi

Title: Interim Chief Executive Officer

[Signature page to Amended and Restated Asset Purchase Agreement]

PATENT REEL: 053563 FRAME: 0278

RECORDED: 05/29/2020