

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6530826

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	10/30/2020	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALLERGAN BIOLOGICS LIMITED	12/16/2020
RECEIVING PARTY DATA		
Name:	ALLERGAN LIMITED	
Street Address:	GROUND FLOOR MARLOW INTERNATIONAL, PARKWAY	
City:	MARLOW	
State/Country:	UNITED KINGDOM	
Postal Code:	SL71YL	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	12872870
	Application Number:	13588786
	Application Number:	14009196
CORRESPONDENCE DATA		
Fax Number:	(603)886-4796	
<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:	6038866100	
Email:	jvining@mcr-ip.com	
Correspondent Name:	MAINE CERNOTA & RARDIN	
Address Line 1:	547 AMHERST ST., 3RD FLOOR	
Address Line 4:	NASHUA, NEW HAMPSHIRE 03063	
ATTORNEY DOCKET NUMBER:	STRA038-CON REISSUE & 39	
NAME OF SUBMITTER:	MATTHEW J. CURRAN	
SIGNATURE:	/Matthew J. Curran, Reg. No. 71,094/	
DATE SIGNED:	02/03/2021	
Total Attachments: 4		
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source=AllerganBioToAllerganLtd-Executed-Eff201030#page3.tif		

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT, dated as of October 30, 2020 (such date, the "Effective Date", and such agreement, this "Patent Assignment"), is entered into by and between **Allergan Biologics Limited** ("Assignor"), a private limited company under the laws of England and Wales and having its registered office at 12 Estuary Banks, Speke, Liverpool, L24 8RB and **Allergan Limited** ("Assignee", registered company No. 01049760), a private limited company under the laws of England and Wales and having its registered office at Ground Floor Marlow International, Parkway, Marlow, Buckinghamshire, England, SL7 1YL.

WITNESSETH:

WHEREAS, Assignor owns the patents and patent applications, including any continuations, divisional applications, reissue patents, and the like, set forth on Schedule 1 (the "Assigned IP"); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned IP and all goodwill associated therewith or symbolized thereby;

NOW, THEREFORE, in consideration of one dollar (USD \$1.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to the Assigned IP, together with (a) all goodwill of the business associated with or symbolized by the Assigned IP, (b) all common law rights in, and all rights derived from, the Assigned IP and all registrations that may be granted thereon, and any renewals thereof, (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Assigned IP, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor, (d) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned IP and the right to receive such income, royalties and payments, (e) the right to prosecute, maintain and defend the Assigned IP, (f) the right to claim priority based on the Assigned IP and (g) the right to fully and entirely stand in the place of Assignor in all matters related thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.
2. Authority. As of the Effective Date and the date of recordal in the United States Patent and Trademark Office or, with respect to any Assigned IP filed or registered in any jurisdiction outside the United States, in the corresponding entity or agency in any such applicable foreign country or multinational authority, of this Patent Assignment, the Assignee hereby authorizes the Assignor to take whatever steps the Assignor deems appropriate, on the Assignee's behalf, to maintain the Assigned IP in the respective jurisdictions.
3. Further Assurances. As may be necessary, Assignor shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement and as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby. If Assignor fails to promptly take or execute any of the action or document described in this Section 3 after written request by Assignee, Assignor hereby constitutes and appoints Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and

execute in the name of Assignor any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Patent Assignment.

4. Recordation. Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in and to the Assigned IP and recordation and/or registration of this Patent Assignment or any other document evidencing the assignment to Assignee of the Assigned IP. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned IP and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Patent Assignment.
5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, ENGLISH LAW AND THE PARTIES SUBMIT TO EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.
6. General Provisions. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment. This Patent Assignment is entered into pursuant to the Purchase and Sale Agreement entered into by and between Assignor and Assignee as of October 30, 2020 (the "2020 Purchase and Sale Agreement"). Neither this Patent Assignment nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties. This Patent Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Assignment with effect as of the Effective Date.

Allergan Biologics Limited

By: Patricia Haran
Name: Patricia Haran
Title: Secretary
Date: 16 December 2020

Allergan Limited

By: Patricia Haran
Name: Patricia Haran
Title: Secretary
Date: 16 December 2020

Schedule 1-- Assigned IP

Patents

AGN Ref. No.	Sub- Case	Status	Country	App. Date	Serial No.	Issue Date	Patent No.
19907	PCT	Granted	US	28- Mar- 2012	14/009,196	31- Jan- 2017	9,554,895
19908	PCT	Published	US	10- Feb- 2015	15/129,369		
19909	PCT	Published	US	10- Feb- 2015	15/303,193		
19906 (FAC)		Granted	US	25- Aug- 06	12/064849	21- Sep-10	7799075
19906 CON1 (FAC)		Granted	US	26- Aug- 06	12/872870	10-Jul- 12	8216311
19906 REI (FAC)		Granted	US	17- Aug- 12	13/588785	5-Nov- 13	RE44580