

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6999456

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SANDOZ INC.	03/15/2021
RECEIVING PARTY DATA		
Name:	JAZZ HOLDCO, INC.	
Street Address:	7 EAST FREDERICK PLACE	
Internal Address:	SUITE 100	
City:	CEDAR KNOLLS	
State/Country:	NEW JERSEY	
Postal Code:	07927	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8013017
	Patent Number:	9456970
CORRESPONDENCE DATA		
Fax Number:	(585)270-2179	
<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:	5852702122	
Email:	maryfrances.heeks@troutman.com	
Correspondent Name:	TROUTMAN PEPPER HAMLTON SANDERS LLP	
Address Line 1:	70 LINDEN OAKS	
Address Line 4:	ROCHESTER, NEW YORK 14625	
ATTORNEY DOCKET NUMBER:	147432.000001	
NAME OF SUBMITTER:	MARY FRANCES HEEKS	
SIGNATURE:	/Mary Frances Heeks/	
DATE SIGNED:	11/01/2021	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement"), effective as of March 16, 2021 (the "Effective Date"), is made by and between Sandoz Inc., a Delaware corporation ("Assignor"), and Jazz Holdco, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated March 16, 2021 (the "Purchase Agreement"), pursuant to which Assignee acquired ownership rights in, among other things, the patents identified on Schedule A attached hereto (the "Patents"); and

WHEREAS, Assignor and Assignee now wish to memorialize the assignment of all of Assignor's right, title and interest in and to the Patents to Assignee by this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, the parties hereto have agreed and do hereby agree as follows:

1. Assignor, on behalf of itself and its affiliates, hereby irrevocably and unconditionally sells, transfers, grants, and assigns to Assignee all of Assignor's and its affiliates' rights, title, and interest in and to the Patents, including the issuances, extensions and renewals thereof, and all other associated rights including the right to all royalties associated therewith, and the right to sue for and recover damages and profits for past, present, or future infringement thereof.

2. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national patent offices. Assignor authorizes the Commissioner for Patents at the United States Patent and Trademark Office and any other governmental officials to record and register this Agreement upon request by Assignee.

3. This Agreement and any dispute or claim arising out of, relating to or in connection with this Agreement shall be governed by and construed in accordance with, and the legal relations between the Parties shall be determined in accordance with, the laws of the State of Delaware, United States, without regard to any laws of the State of Delaware, United States, relating to conflict of laws.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement may be executed in multiple counterparts with the same effect as if all parties had executed the same original, and all such counterparts, when taken together, shall constitute one and the same instrument.

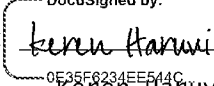
[Signature Page Follows]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

Assignor

Sandoz Inc.

By:  _____
DocuSigned by:
0E35F6234EE544C
Keren Haruvi

Name: _____

Title: President, Sandoz US & Head of NA

Dated: 15-Mar-21 | 6:25:10 PM GMT

Assignee

Jazz Holdco, Inc.

By: _____

Name: _____

Title: _____

Dated: _____

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

Assignor

Sandoz Inc.

By: _____

Name: _____

Title: _____

Dated: _____

Assignee

Jazz Holder, Inc.

By:  _____

Name: Andrew Hochman

Title: Assistant Secretary

Dated: March 16, 2021

**Schedule A
Patents**

Title	Country	Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date
Dermatological compositions and methods	USA	9456970 20160000672 14851203	2016-OCT-04 2016-JAN-07 2015-SEP-11
Dermatological compositions and methods	USA	8013017 20090247632 12479524	2011-SEP-06 2009-OCT-01 2009-JUN-05

SCHEDULE A TO
PATENT ASSIGNMENT AGREEMENT