

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7330572

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| HZNP FINANCE LIMITED | 12/31/2019 |
| RECEIVING PARTY DATA | |
| Name: | HORIZON THERAPEUTICS IRELAND DAC |
| Street Address: | CONNAUGHT HOUSE, 1ST FLOOR, 1 BURLINGTON ROAD |
| City: | DUBLIN |
| State/Country: | IRELAND |
| Postal Code: | D04 C5Y6 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 9066913 |
| CORRESPONDENCE DATA | |
| Fax Number: | (314)685-2300 |
| <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: | (314)812-8020 |
| Email: | admin@globalpatentgroup.com |
| Correspondent Name: | GLOBAL PATENT GROUP LLC |
| Address Line 1: | P.O. BOX 1636 |
| Address Line 4: | CANÓVANAS, PUERTO RICO 00729 |
| ATTORNEY DOCKET NUMBER: | HOR0019-201C3-US |
| NAME OF SUBMITTER: | DENNIS A. BENNETT |
| SIGNATURE: | /Dennis A. Bennett/ |
| DATE SIGNED: | 05/13/2022 |
| Total Attachments: 7 | |
| source=9. Horizon IP Onshoring - HZNP Finance Limited IP Assignment Agreement (Pennsaid)#page1.tif | |
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “Assignment”), effective as of December 31, 2019 (the “Effective Date”), is between **HZNP FINANCE LIMITED**, a Bermuda exempted company limited by shares, with its registered office at H.P. House, 21 Laffan St., Hamilton HM 09, Bermuda (“Assignor”), and **HORIZON THERAPEUTICS IRELAND DAC**, a designated activity company, incorporated under the laws of Ireland, registered with the Irish Companies Registration Office under company number 376554 and with its principal place of business located at Connaught House, 1st Floor, 1 Burlington Road, Dublin, D04 C5Y6, Ireland (“Assignee”).

A. Pursuant to that certain Assignment and Assumption Agreement, dated as of December 31, 2019, by and between Assignor and Assignee (the “Assignment and Assumption Agreement”), the parties have agreed to effect the transfer of certain assets from Assignor to Assignee, upon the terms and subject to the conditions set forth in the Assignment and Assumption Agreement;

B. Assignor holds legal title to the Intellectual Property Rights listed on Exhibit A hereto (the “Assigned IP”); and

C. Assignor is willing to assign all rights it may have in and to the Assigned IP and the goodwill associated with such Assigned IP on the terms and subject to the conditions set forth in this Assignment.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Assignment and Assumption Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, its successors and assigns, free and clear of any Encumbrances, all of Assignor’s right, title and interest in and to the Assigned IP.

3. Authorization. Assignor authorizes and requests the applicable Governmental Body in any applicable jurisdictions, whose duty is to issue patents, trademarks or copyrights applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Assigned IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights to the Assigned IP granted in Section 2 above.

5. Miscellaneous.

(a) Governing Law. This Assignment will be construed in accordance with, and governed in all respects by, the Laws of the State of Delaware, without regard to its conflict of law principles.

(b) Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of either party under this Assignment will not be materially and adversely affected thereby, (i) such provision shall be fully severable, (ii) this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

(c) Waiver. Any term or condition of this Assignment may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. The waiver by either party of any right hereunder or of the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise.

(d) Amendments. This Assignment may not be amended, modified, altered or supplemented except by means of a written instrument executed on behalf of all parties.

(e) Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by portable document format (PDF) or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

(f) Binding Agreement. This Assignment shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment on and as of the Effective Date.

ASSIGNOR:

HZNP FINANCE LIMITED

By: 

Name: Zoë K. Hanson

Title: Director

IN WITNESS WHEREOF, the undersigned has executed this Assignment on and as of the Effective Date.

ASSIGNEE:

HORIZON THERAPEUTICS IRELAND DAC

By: 
Name: Patrick McIlvenny
Title: Director

Exhibit A
Assigned IP
Trademarks

| | | |
|------------------|-----------------------|--|
| Mark/Name | Country/Region | Application No./ Registration No. |
| PENNSAID | United States - (US) | 3,556,292 |

Patents

| PRODUCT | TITLE | JURISDICTION OF REGISTRATION OR FILING | APPLICATION STATUS | APPLICATION NUMBER | FILING DATE | PATENT NUMBER | ISSUE DATE | EXPIRATION DATE |
|----------|--------------------------------------|---|-----------------------|-----------------------|----------------|------------------|---------------|--------------------|
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Granted | 12/134,121 | 6/5/2008 | 8252838 | 8/28/2012 | 4/21/2028 |
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Granted | 13/564,688 | 8/1/2012 | 8563613 | 10/22/2013 | 10/17/2027 |
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Granted | 14/025,781 | 9/12/2013 | 8871809 | 10/28/2014 | 10/17/2027 |
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Granted | 14/497,096 | 9/25/2014 | 9066913 | 6/30/2015 | 10/17/2027 |
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Granted | 14/922,903 | 10/26/2015 | 9339552 | 5/17/2016 | 10/17/2027 |
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Granted | 15/092,139 | 4/6/2016 | 9539335 | 1/10/2017 | 10/17/2027 |
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Pending | 16/575,120 | 9/18/2019 | | | |

| PRODUCT | TITLE | JURISDICTION OF REGISTRATION OR FILING | APPLICATION STATUS | APPLICATION NUMBER | FILING DATE | PATENT NUMBER | ISSUE DATE | EXPIRATION DATE |
|----------|---|--|--------------------|--------------------|-------------|---------------|------------|-----------------|
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Granted | 14/596,919 | 1/14/2015 | 9101591 | 8/11/2015 | 10/17/2027 |
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Granted | 14/705,593 | 5/6/2015 | 9339551 | 5/17/2016 | 10/17/2027 |
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Granted | 14/705,606 | 5/6/2015 | 9168304 | 10/27/2015 | 10/17/2027 |
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Granted | 14/705,636 | 5/6/2015 | 9168305 | 10/27/2015 | 10/17/2027 |
| PENNSAID | DICLOFENAC TOPICAL FORMULATION | United States of America | Granted | 14/705,649 | 5/6/2015 | 9220784 | 12/29/2015 | 10/17/2027 |
| PENNSAID | TREATMENT OF PAIN WITH TOPICAL DICLOFENAC COMPOUNDS | United States of America | Granted | 12/459,998 | 7/10/2009 | 8546450 | 10/1/2013 | 8/9/2030 |
| PENNSAID | TREATMENT OF PAIN WITH TOPICAL DICLOFENAC | United States of America | Granted | 12/914,867 | 10/28/2010 | 8217078 | 7/10/2012 | 7/10/2029 |
| PENNSAID | TREATMENT OF PAIN WITH TOPICAL DICLOFENAC | United States of America | Granted | 13/665,790 | 10/31/2012 | 9132110 | 9/15/2015 | 7/10/2029 |
| PENNSAID | TREATMENT OF PAIN WITH TOPICAL DICLOFENAC | United States of America | Granted | 13/668,061 | 11/2/2012 | 8741956 | 6/3/2014 | 7/10/2029 |
| PENNSAID | TREATMENT OF PAIN WITH TOPICAL DICLOFENAC | United States of America | Granted | 15/608,107 | 5/30/2017 | 10058519 | 8/28/2018 | 7/10/2029 |
| PENNSAID | TREATMENT OF PAIN WITH TOPICAL | United States of America | Granted | 12/660,865 | 3/4/2010 | 8618164 | 12/31/2013 | 7/10/2029 |

| PRODUCT | TITLE | JURISDICTION OF REGISTRATION OR FILING | APPLICATION STATUS | APPLICATION NUMBER | FILING DATE | PATENT NUMBER | ISSUE DATE | EXPIRATION DATE |
|----------|---|--|--------------------|--------------------|-------------|---------------|------------|-----------------|
| | DICLOFENAC COMPOUNDS | | | | | | | |
| PENNSAID | TREATMENT OF PAIN WITH TOPICAL DICLOFENAC | United States of America | Granted | 14/804,715 | 7/21/2015 | 9370501 | 6/21/2016 | 7/10/2029 |
| PENNSAID | TREATMENT OF PAIN WITH TOPICAL DICLOFENAC | United States of America | Granted | 14/810,129 | 7/27/2015 | 9375412 | 6/28/2016 | 7/10/2029 |
| PENNSAID | TREATMENT OF PAIN WITH TOPICAL DICLOFENAC | United States of America | Granted | 14/922,887 | 10/26/2015 | 9415029 | 8/16/2016 | 7/10/2029 |
| PENNSAID | TREATMENT OF PAIN WITH TOPICAL DICLOFENAC | United States of America | Pending | 16/113,789 | 8/27/2018 | | | |

Registered Copyrights

None.

Domain Names

None.