PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7386124

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JAZZ PHARMACEUTICALS IRELAND LIMITED	05/09/2022

RECEIVING PARTY DATA

Name:	AXSOME MALTA LTD.
Street Address:	78 MILL STREET, ZONE 5
Internal Address:	CENTRAL BUSINESS DISTRICT
City:	QORMI
State/Country:	MALTA
Postal Code:	CBD 5090

PROPERTY NUMBERS Total: 41

Property Type	Number
Application Number:	14205423
Application Number:	15149478
Application Number:	15419133
Application Number:	16359446
Application Number:	14334694
Application Number:	14955646
Application Number:	15594070
Application Number:	16225890
Application Number:	16331069
Application Number:	16338925
Application Number:	16891464
Application Number:	16618735
Application Number:	16877717
Application Number:	16824560
Application Number:	17149406
Application Number:	17154336
Application Number:	17091222
Application Number:	17383707
Application Number:	17028674

PATENT REEL: 060223 FRAME: 0878

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Property Type	Number
Application Number:	17470063
Application Number:	16634935
Application Number:	17212079
Application Number:	63279805
Application Number:	17479121
Application Number:	63240422
Application Number:	62383818
Application Number:	62383822
Application Number:	14328795
Application Number:	16144247
Application Number:	16689715
Application Number:	61778998
Application Number:	61845438
Application Number:	61847593
Application Number:	62404917
Application Number:	62539088
Application Number:	62514176
Application Number:	62843155
Application Number:	62934216
Application Number:	63113633
Application Number:	63029287
Application Number:	63070693

CORRESPONDENCE DATA

(919)854-1401 **Fax Number:**

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.

Phone: 9198541400

Email: bmedlin@myersbigel.com

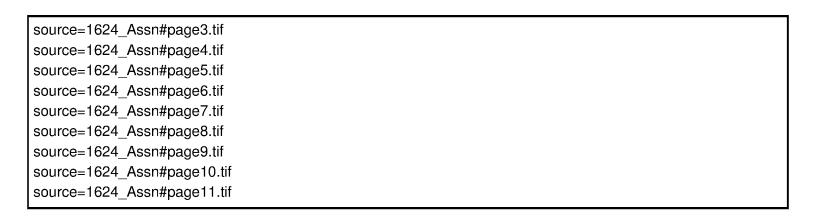
Correspondent Name: MYERS BIGEL, P.A. P.O. BOX 37428 Address Line 1:

Address Line 4: RALEIGH, NORTH CAROLINA 27627

ATTORNEY DOCKET NUMBER:	1624.1
NAME OF SUBMITTER:	BETTY-LOU MEDLIN
SIGNATURE:	/Betty-Lou Medlin/
DATE SIGNED:	06/16/2022

Total Attachments: 11

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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (this "<u>Assignment</u>") is entered into effective as of May 9, 2022, by and between **JAZZ PHARMACEUTICALS IRELAND LIMITED**, a corporation having its principal place of business at Waterloo Exchange, Waterloo Road, Dublin 4, Ireland ("<u>Assignor</u>"), and **AXSOME MALTA LTD.**, a Malta limited company (the "<u>Assignee</u>"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Jazz Pharmaceuticals plc ("<u>Jazz plc</u>") and Assignee are parties to an Asset Purchase Agreement, dated as of March 25, 2022 (the "<u>Purchase Agreement</u>"), pursuant to which Jazz plc has agreed to, among other things, cause the sale, conveyance, transfer, assignment and delivery to Assignee of Assignor's right, title and interest in and to the Patent Rights set forth on **Exhibit A** hereto (the "<u>Specified U.S. Patent Rights</u>") for consideration and upon the terms and conditions set forth in the Purchase Agreement; and

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Conveyance</u>. Assignor hereby sells, conveys, transfers, assigns and delivers (or Assignor will cause the Specified Affiliates to sell, convey, transfer assign and deliver) to Assignee all of Assignor's right, title and interest to the Specified U.S. Patent Rights in any country or region, together with the right (whether at law, in equity, by contract or otherwise) to enjoy or otherwise exploit any of the Specified U.S. Patent Rights, including the rights to sue for and remedies against past, present and future infringements or misappropriations of any Specified U.S. Patent Rights, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.
- 2. <u>Recordation</u>. Assignor shall request the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the assignee and owner of the Specified U.S. Patent Rights. Assignor shall further authorize the respective patent office or governmental agency in each other jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Specified U.S. Patent Rights in the name of Assignee, as the assignee to the entire interest therein.
- 3. <u>Information and Assistance</u>. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such actions, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.
- 4. <u>Successors and Assigns</u>. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and

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permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterpart and such counterparts may be delivered by the parties hereto via facsimile or electronic transmission.
- 6. <u>Section Headings</u>. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.
- 7. <u>Purchase Agreement Controls.</u> This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Specified U.S. Patent Rights. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.
- 8. <u>No Waiver</u>. No modification, waiver or termination of this Assignment shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 9. <u>Governing Law</u>. This Assignment will be construed in accordance with, and governed in all respects by, the laws of the State of New York (without giving effect to principles of conflicts of law). If any Legal Proceeding or other legal action relating to this Assignment is brought or otherwise initiated, the venue therefor will be in New York, New York, which will be deemed to be a convenient forum. Purchaser and Seller hereby expressly and irrevocably consent and submit to the jurisdiction of the state and federal courts in the State of New York.

[Signatures appear on next page]

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IN WITNESS WHEREOF, the parties have executed this Patent Assignment Agreement on the day and year first above written.

ASSIGNOR:

JAZZ PHARMACEUTICALS IRELAND LIMITED

Title: Director

REEL: 060223 FRAME: 0883

IN WITNESS WHEREOF, the parties have executed this Patent Assignment Agreement on the day and year first above written.

ASSIGNEE:

AXSOME MALTA LTD.

Name: Nick Pizzie

Title: Chief Financial Officer

REEL: 060223 FRAME: 0884

EXHIBIT A Specified U.S. Patent Rights

Patents

Country	Application No.	Filing Date	Expiration Date	Status	Assignee Name
United States of America	14/205423	12-Mar- 2014	12/9/2034 including 272 days PTA	Granted	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co, Ltd
United States of America	15/149478	09-May- 2016	12-Mar-2034	Granted	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co, Ltd
United States of America	15/419133	30-Jan- 2017	12-Mar-2034	Granted	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co, Ltd
United States of America	16/359446	20-Mar- 2019	12-Mar-2034	Granted	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co, Ltd
United States of America	14/334694	18-Jul- 2014	18-Jul-2034	Granted	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co, Ltd
United States of America	14/955646	01-Dec- 2015	18-Jul-2034	Granted	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co, Ltd
United States of America	15/594070	12-May- 2017	18-Jul-2034	Granted	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co, Ltd
United States of America	15/695913	05-Sep- 2017	05-Sep-2037	Granted	Jazz Pharmaceuticals Ireland Limited
United States of America	16/225890	19-Dec- 2018	05-Sep-2037	Granted	Jazz Pharmaceuticals Ireland Limited
United States of America	16/331069	06-Mar- 2019	06-Sep-2037	Granted	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co, Ltd
United States of America	16/338925	02-Apr- 2019	06-Oct-2037	Granted	Jazz Pharmaceuticals Ireland Limited
United States of America	16/891464	03-Jun- 2020	06-Oct-2037	Granted	Jazz Pharmaceuticals Ireland Limited

United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Country
15/268060	14/271503	13/379793	15/433660	14/452816	13/747508	11/921995	11/922128	12/492566	17/091222	17/154336	17/149406	16/824560	16/877717	16/618735	Application No.
16-Sep- 2016	07-May- 2014	21-Dec- 2011	15-Feb- 2017	06-Aug- 2014	23-Jan- 2013	10-Mar- 2009	26-Mar- 2009	26-Jun- 2009	06-Nov- 2020	21-Jan- 2021	14-Jan- 2021	19-Mar- 2020	19-May- 2020	02-Dec- 2019	Filing Date
21-Jun-2030	8/21/2030 including 62 days PTA plus TD	8/21/2030 including 61 days PTA	07-Jun-2026	07-Jul-2026	07-Jun-2026	8/25/2027 including 444 days PTA	12/13/2028 including 914 days PTA	5/26/2030 including 334 days PTA			19-Mar-2040	19-Mar-2040	01-Jun-2038	01-Jun-2038	Expiration Date
Tracking Granted	Tracking Granted	Tracking Granted	Tracking Granted	Tracking Granted	Tracking Granted	Tracking Granted	Tracking Granted	Tracking Granted	Published	Published	Granted	Granted	Granted	Granted	Status
SK Biopharmaceuticals Co., Ltd.	SK Biopharmaceuticals Co., Ltd.	SK Biopharmaceuticals Co., Ltd.	SK Biopharmaceuticals Co., Ltd.	SK Biopharmaceuticals Co., Ltd.	SK Biopharmaceuticals Co., Ltd.	SK Biopharmaceuticals Co., Ltd.	SK Biopharmaceuticals Co., Ltd.	SK Biopharmaceuticals Co., Ltd.	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co, Ltd	Jazz Pharmaceuticals Ireland Limited	Assignce Name				

SK Biopharmaceuticals Co., Ltd.	Tracking Published		31-Oct- 2019	16/670382	United States of America
SK Biopharmaceuticals Co., Ltd.	Tracking Granted	30-Jun-2030	14-Feb- 2017	15/432479	United States of America
SK Biopharmaceuticals Co., Ltd.	Tracking Granted	3/30/2031 including 273 days PTA	30-Jun- 2010	12/827505	United States of America
SK Biopharmaceuticals Co., Ltd.	Tracking Granted	4/19/2031 including 293 days PTA	30-Jun- 2010	12/827529	United States of America
SK Biopharmaceuticals Co., Ltd.	Tracking Granted	03-Nov-2030	25-May- 2017	15/605278	United States of America
SK Biopharmaceuticals Co., Ltd.	Tracking Granted	11/3/2030 including 153 days PTA and TD	24-Sep- 2014	14/495532	United States of America
SK Biopharmaceuticals Co., Ltd.	Tracking Granted	03-Nov-2030	03-Nov- 2010	13/508147	United States of America
SK Biopharmaceuticals Co., Ltd.	Tracking Granted	01-Nov-2030	24-Sep- 2014	14/495416	United States of America
SK Biopharmaceuticals Co., Ltd.	Tracking Granted	01-Nov-2030	13-Jun- 2012	13/508145	United States of America
SK Biopharmaceuticals Co., Ltd.	Tracking Granted		26-Oct- 2005	11/666521	United States of America
SK Biopharmaceuticals Co., Ltd.	Tracking Granted	21-Jun-2030	18-May- 2018	15/983944	United States of America
Assignce Name	Status	Expiration Date	Filing Date	Application No.	Country

Pending Patent Applications

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euticals Co, Ltd	euticals Ireland Limited; SK	Assignee Name
euticals Co, Ltd	euticals Ireland Limited; SK	Assignee Name

Country	Application	Filing Date	Expiration Date	Status	Assignee Name
	No.				
United States of America	17/028674	22-Sep- 2020		Pending	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co, Ltd
United States of America	17/470063	09-Sep- 2021		Pending	Jazz Pharmaceuticals Ireland Limited
United States of America	16/634935	29-Jan- 2020		Pending	Jazz Pharmaceuticals Ireland Limited
United States of America	17/212079	25-Mar- 2021		Pending	Jazz Pharmaceuticals Ireland Limited
United States of America	63/279805	16-Nov- 2021	16-Nov-2022	Pending	Jazz Pharmaceuticals Ireland Limited
United States of America	17/479121	20-Sep- 2021		Pending	Jazz Pharmaceuticals Ireland Limited
United States of America	63/240422	03-Sep- 2021	03-Sep-2022	Pending	Jazz Pharmaceuticals Ireland Limited
United States of America	12/492566	26-Jun- 2009	5/26/2030 including 334 days PTA	Tracking Granted	SK Biopharmacenticals Co., Ltd.
United States of America	11/922128	26-Mar- 2009	12/13/2028 including 914 days PTA	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	11/921995	10-Mar- 2009	8/25/2027 including 444 days PTA	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	13/747508	23-Jan- 2013	07-Jun-2026	Tracking Granted	SK Biopharmacenticals Co., Ltd.
United States of America	14/452816	06-Aug- 2014	07-Jul-2026	Tracking Granted	SK Biopharmacenticals Co., Ltd.
United States of America	15/433660	15-Feb- 2017	07-Jun-2026	Tracking Granted	SK Biopharmacenticals Co., Ltd.
United States of America	13/379793	21-Dec- 2011	8/21/2030 including 61 days PTA	Tracking Granted	SK Biopharmacenticals Co., Ltd.
United States of America	14/271503	07-May- 2014	8/21/2030 including 62 days PTA plus TD	Tracking Granted	SK Biopharmaceuticals Co., Ltd.

Country	Application No.	Filing Date	Expiration Date	Status	Assignee Name
United States of America	15/268060	16-Sep- 2016	21-Jun-2030	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	15/983944	18-May- 2018	21-Jun-2030	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	11/666521	26-Oct- 2005		Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	13/508145	13-Jun- 2012	01-Nov-2030	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	14/495416	24-Sep- 2014	01-Nov-2030	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	13/508147	03-Nov- 2010	03-Nov-2030	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	14/495532	24-Sep- 2014	11/3/2030 including 153 days PTA and TD	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	15/605278	25-May- 2017	03-Nov-2030	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	12/827529	30 -J un- 2010	4/19/2031 including 293 days PTA	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	12/827505	30-Jun- 2010	3/30/2031 including 273 days PTA	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	15/432479	14-Feb- 2017	30-Jun-2030	Tracking Granted	SK Biopharmaceuticals Co., Ltd.
United States of America	17/034564	28-Sep- 2020		Tracking Pending	SK Biopharmaceuticals Co., Ltd.
United States of America	17/029151	23-Sep- 2020		Tracking Pending	SK Biopharmaceuticals Co., Ltd.

Expired/Abandoned Patents

Country	Application	Filing Date	Expiration	Status	Assignee Name
United States of	62/383818	06-Sep-2016	06-Sep-2017	Aban -PRO	Jazz Pharmaceuticals Ireland Limited
America		٠	۰		
United States of	62/383822	06-Sep-2016	06-Sep-2017	AbanPRO	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co,
America					Ltd
United States of	14/328795	11-Jul-2014		Abandoned	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co,
America					Ltd
United States of	16/144247	27-Sep-2018		Abandoned	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co,
America					Ltd
United States of	16/689715	20-Nov-2019		Abandoned	Jazz Pharmaceuticals Ireland Limited
America					
United States of	61/778998	13-Mar-2013	13-Mar-2014	Expired	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co,
America					Ltd
United States of	61/845438	12-Jul-2013	12-Jul-2014	Expired	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co,
America					Ltd
United States of America	61/847593	18-Jul-2013	18-Jul-2014	Expired	Jazz Pharmaceuticals Ireland Limited; SK Biopharmaceuticals Co,
United States of	62/404917	06-Oct-2016	06-Oct-2017	Expired	Jazz Pharmaceuticals Ireland Limited
America	C2/520000	21 1-1 2017	21 1-1 2019	Panimal	I am The man a section is I will and I invited
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United States of	62/843155	03-May-	03-May-2020	Expired	Jazz Pharmaceuticals Ireland Limited
America		2019			
United States of	62/934216	12-Nov-2019	12-Nov-2020	Expired	Jazz Pharmaceuticals Ireland Limited
America					
United States of	63/113633	13-Nov-2020	13-Nov-2021	Expired	Jazz Pharmaceuticals Ireland Limited
America					
United States of	63/029287	22-May-	22-May-2021	Expired	Jazz Pharmaceuticals Ireland Limited
America		2020			
United States of	63/070693	26-Aug-2020	26-Aug-2021	Expired	Jazz Pharmaceuticals Ireland Limited
America					
United States of	16/420834	23-May-		Tracking	SK Biopharmaceuticals Co., Ltd.
America		2019		Abandoned	
United States of	15/632847	26-Jun-2017		Tracking	SK Biopharmaceuticals Co., Ltd.

	61/258780	61/258672	60/623044	61/219082	60/688638	60/692809	16/225893
	06-Nov-2009	06-Nov-2009	28-Oct-2004	22-Jun-2009	08-Jun-2005	6/22/2005	19-Dec-2018
	06-Nov-2010	06-Nov-2010	28-Oct-2005				
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	SK Biopharmaceuticals Co., Ltd.						

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RECORDED: 06/16/2022

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