

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7767310

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AZANTA A/S	01/02/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	INPHENA APS
<b>Street Address:</b>	AGERN ALLE 24
<b>City:</b>	HØRSHOLM
<b>State/Country:</b>	DENMARK
<b>Postal Code:</b>	2970
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8703188
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)309-2601
<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>	
<b>Phone:</b>	16173092607
<b>Email:</b>	lpennybaker@verrill-law.com
<b>Correspondent Name:</b>	LIN J. HYMEL
<b>Address Line 1:</b>	VERRILL DANA LLP
<b>Address Line 2:</b>	ONE FEDERAL STREET, 20TH FLOOR
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110
<b>ATTORNEY DOCKET NUMBER:</b>	12397-0601
<b>NAME OF SUBMITTER:</b>	LIN J. HYMEL
<b>SIGNATURE:</b>	/Lin J. Hymel/
<b>DATE SIGNED:</b>	01/30/2023
<b>Total Attachments: 10</b>	
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**DEED OF ASSIGNMENT OF PATENTS**

between

**AZANTA A/S**

as the Assignor

and

**INPHENA ApS**

as the Assignee

2 January 2023

THIS DEED OF ASSIGNMENT IS MADE THE 2 DAY OF JANUARY 2023 BY:

1. **AZANTA A/S**, existing under the laws of Denmark, having its registered office at Kirsten Walthers Vej 8A, 2., 2500 Valby, Denmark and registered with the trade register of Denmark under CVR number 28108915 ("**Assignor**"); and
2. **INPHENA ApS**, existing under the laws of Denmark, having its registered office at Agern Alle 24, 2970 Hørsholm, Denmark and registered with the trade register of Denmark under CVR number 38793594 ("**Assignee**").

The Assignor and the Assignee are hereinafter jointly referred to as the "**Parties**" and each individually as a "**Party**".

WHEREAS:

- (A) Reference is made to the transfer agreement dated 2 November 2022 regarding the transfer of the Business (as defined in the Agreement) between the Parties (the "**Agreement**");
- (B) Pursuant to the Agreement, the Assignor agreed to assign and transfer to the Assignee *inter alia* the Patents. The Parties now wish to enter into this deed to effect that assignment and transfer;

THE PARTIES HAVE AGREED AS FOLLOWS:

1 **Interpretation**

1.1 In this Deed of Assignment, the following capitalized words shall have the following meanings, unless the context otherwise requires:

- "**Agreement**": has the meaning ascribed thereto in recital (A);
- "**Assignee**": has the meaning ascribed thereto in the introduction of this Deed of Assignment;
- "**Assignor**": has the meaning ascribed thereto in the introduction of this Deed of Assignment;
- "**Clause**": means a clause to this Deed of Assignment;
- "**Governmental Authority**": means any supranational, national, federal, regional, state, municipal, local or other court, arbitral tribunal, administrative agency or commission or other

governmental, administrative or regulatory body, authority or agency;

**"Law":** means any applicable statute, law or ordinance, legislation, rule, judgement or regulation of a Governmental Authority;

**"Party":** has the meaning ascribed thereto in the introduction of this Deed of Assignment;

**"Patents":** means all rights, title and interest in and to all patents listed in the Agreement as replicated in the **Annex**,

**"Related Materials":** has the meaning ascribed thereto in Clause 3 of this Deed of Assignment.

1.2 In this Deed of Assignment, a reference to:

1.2.1 words denoting the singular number only shall include the plural and vice versa, except where the context otherwise requires;

1.2.2 a clause or annex, unless indicated to the contrary, is a reference to a clause of or annex to this Deed of Assignment;

1.2.3 a statutory provision includes a reference to a statutory provision as modified or re-enacted or both from time to time before the date of this Deed of Assignment and any subordinate legislation made under the statutory provision before the date of this Deed of Assignment;

1.2.4 to time of day is a reference to Danish time of day; and

1.2.5 **"this Deed of Assignment"** or any other document shall be construed as a reference to this Deed of Assignment or that other document as amended, supplemented, substituted or novated in accordance with the terms thereof at any time and from time to time.

1.3 Clause headings used in this Deed of Assignment are inserted for ease of reading only and shall not affect the content or the interpretation of this Deed of Assignment.

1.4 Terms in this Deed of Assignment exclusively refer to Danish legal concepts only and shall be interpreted accordingly. The use of these or similar terms in any other jurisdiction shall be disregarded. In respect of any jurisdiction other than Denmark, references to any Danish legal concept shall be deemed to refer to the concept that most approximates to that Danish legal concept in that jurisdiction.

2           **Assignment**

2.1           Assignor hereby irrevocably assigns and transfers all its right, title and interest in and to the Patents, whereas Assignee hereby accepts the assignment and transfer of such Patents.

2.2           The assignment as referred to in Clause 2.1 includes, as the case may be, the right at Assignee's cost and risk to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief, including the right to sue for damages and other remedies in respect of any infringements of the Patents which may have occurred prior or on to the effective date of this Deed of Assignment. Upon reasonable request, Assignor shall fully cooperate with this at Assignee's cost and risk.

3           **Related documentation and materials**

Assignor hereby sells, transfers and assigns to Assignee the legal and beneficial right, title and interest to all relevant documentation and materials related to the Patents, including but not limited to relevant registration certificates (together the "**Related Materials**"). Within 30 days of this Deed of Assignment, Assignor shall transfer possession of the Related Materials to Assignee.

4           **Effective Date**

The effective date of this Deed of Assignment shall be 2 January 2023.

5           **Execution of documents**

5.1           The Parties agree that Assignee shall, and is hereby authorized to (i) cause the assignment of the Patents to be duly recorded in the relevant registers in the appropriate manner and (ii) give such notices and perform such further acts as may be necessary under any applicable Law to cause the assignment and transfer to have full force and effect.

5.2           To the extent that the authority conferred upon Assignee under Clause 5.1 is not sufficient to enable Assignee to cause the assignment and transfer to have full force and effect, Assignor shall, at the request, risk and cost of Assignee, cooperate with the execution of all further documents and shall perform all further acts as may be necessary under any applicable Law to cause the assignment and transfer to have such full force and effect and to the extent that such satisfaction is within such Party's control.

6           **Waiver**

Parties hereto waive their right to dissolve or annul, or to demand dissolution or annulment of this Deed of Assignment in whole or in part.

7 **Costs**

7.1 Assignee shall pay all costs with respect to all actions required for the assignment and transfer of the Patents as set out in Clause 5.1, and its recordal on official patent registers.

7.2 Parties agree that, except as provided in Clause 7.1, each Party shall bear its own costs with respect to the preparation, execution and performance of this Deed of Assignment.

8 **Miscellaneous**

8.1 If at any time any provision of this Deed of Assignment is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, it shall not affect or impair (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed of Assignment; or (b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Deed of Assignment.

8.2 This Deed of Assignment may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Deed of Assignment, but all the counterparts together constitute but one and the same instrument.

8.3 This Deed of Assignment may be executed electronically. Signatures to this Deed of Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

8.4 This Deed of Assignment can be amended or supplemented only by an instrument in writing signed by the Parties.

9 **Applicable law**

This Deed of Assignment, including any dispute concerning its existence and validity, is governed by the laws of Denmark, excluding its conflict of laws rules.

10 **Settlement of disputes**

Any disputes arising out of or in connection with this Deed of Assignment, including disputes regarding the existence, validity or termination thereof, must be decided by the ordinary Danish courts. The proper venue in the first instance will be the City Court of Copenhagen.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE TO THE DEED OF ASSIGNMENT OF PATENTS**

DocuSigned by:  
*Niklas Eriksson*  
-----C2F70BE63BB2463-----  
**AZANTA A/S**

By: Niklas Eriksson

Date: 2 January 2023

DocuSigned by:  
*Søren Anker Nielsen*  
-----D2F7AE0AA15847D-----  
**INPHENA ApS**

By: Søren Anker Nielsen

Date: 2 January 2023



**ANNEX**  
**LIST OF PATENTS**

Patent Reference	Country	Legal Status	Application Number	Filing Date	Registration Number	Registration Date
P10014/DK	Denmark	Granted	PA201270714	2012-11-19	DKPR177906	2014-12-08
P10014/US	United States	Granted	US13/680216	2012-11-19	US8703188	2014-04-22
P10014/AU	Australia	Granted	AU2013347264	2013-11-18	AU2013347264	2017-02-09
P10014/NZ	New Zealand	Granted	NZ707033	2013-11-18	NZ707033	2017-02-28
P10014/ZA	South Africa	Granted	ZA2015/02896	2013-11-18	ZA2015/02896	2016-11-30
P10014/US(2)	United States	Granted	US14/193761	2012-11-19	US8741344	2014-03-06

**Certificate Of Completion**

Envelope Id: 618B75C0F5B44007BD3DC1C40284A72B

Status: Completed

Subject: Please sign my document - Deed of patent assignment Nimorazole

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 3

Initials: 0

Sebastian Thorsager

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Langelinie Allé 35

Envelopeld Stamping: Enabled

Copenhagen, Copenhagen 2100

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SETH@bechbruun.com

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Holder: Sebastian Thorsager

Location: DocuSign

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SETH@bechbruun.com

**Signer Events**

Niklas Eriksson

neriksson@norgine.com

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
*Niklas Eriksson*  
C2F70BE63BB2463...

Signature Adoption: Pre-selected Style

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Søren Anker Nielsen

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CEO

INPHENA Ltd.

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
*Søren Anker Nielsen*  
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Signature Adoption: Pre-selected Style

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

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Advokatfuldmægtig

DLA Piper Denmark Law Firm P/S

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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	1/2/2023 11:56:25 AM
Completed	Security Checked	1/2/2023 12:58:25 PM

Payment Events	Status	Timestamps
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