

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8026088

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FURIEX PHARMACEUTICALS, LLC	06/30/2015
RECEIVING PARTY DATA		
Name:	FURIEX HOLDINGS UNLIMITED COMPANY	
Street Address:	CLONSHAUGH BUSINESS AND TECHNOLOGY PARK	
City:	DUBLIN	
State/Country:	IRELAND	
Postal Code:	17	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	18324449
CORRESPONDENCE DATA		
Fax Number:	(617)832-7000	
<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:	(617) 832-1286	
Email:	patentdocketing@foleyhoag.com, dmahoney@foleyhoag.com	
Correspondent Name:	FOLEY HOAG LLP	
Address Line 1:	155 SEAPORT BOULEVARD	
Address Line 4:	BOSTON, MASSACHUSETTS 02210-2600	
ATTORNEY DOCKET NUMBER:	AGR-55415-5	
NAME OF SUBMITTER:	DENISE M. MAHONEY	
SIGNATURE:	/Denise M. Mahoney/	
DATE SIGNED:	06/26/2023	
Total Attachments: 12		
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PATENT

REEL: 064110 FRAME: 0846

REDEMPTION AND ASSIGNMENT AGREEMENT

THIS REDEMPTION AND ASSIGNMENT AGREEMENT, dated as of June 30, 2015 (such date, the "Effective Date", and such agreement, this "Agreement"), is entered into by and among Furiex Holdings Unlimited Company, an Irish unlimited company having its registered office at Clonsaugh Business and Technology Park, Dublin 17, Ireland, registered under number 563334 ("Holdings") and Furiex Pharmaceuticals, LLC, a Delaware limited liability company having its place of business at Morris Corporate Center III, 400 Interpace Parkway, Parsippany, NJ 07054 ("Furiex"). Capitalized terms used but not defined herein shall have the meanings given to them in the Limited Liability Company Operating Agreement, dated as of June 29, 2015, of Furiex Pharmaceuticals, LLC (the "LLC Agreement").

WITNESSETH:

WHEREAS, Furiex owns certain other intellectual property rights, including (i)
(ii) patents and
patent applications, including those patents and patent applications set forth on Schedule 3, (iii)
(such intellectual property rights,
excluding for the avoidance of doubt the Exclusively Licensed Trademarks, the "Furiex IP");

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained 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 and Assumption of the Assigned Assets. As of the Effective Date, Furiex hereby assigns, transfers, conveys and delivers to Holdings, and Holdings hereby accepts and assumes from Furiex, all right, title, interest and obligation that Furiex has in, and with respect to, and under (a) (b) the Furiex IP, including all liabilities of Furiex with respect thereto, together with (i) any past, present or future claims or causes of action arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Furiex IP, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor, (ii) the right to receive any and all income, royalties and payments now or hereafter due and/or payable with respect to the Furiex IP, (iii) the right to prosecute, maintain and defend the Furiex IP, (iv) the right to claim priority based on the filing date of any of the Furiex IP, and (v) the right to fully and entirely stand in the place of Furiex in all matters related thereto

4. Further Assurances. As may be necessary and without further consideration, each party 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 their respective obligations under this Agreement and as may be reasonably necessary, proper or advisable to more completely effectuate, consummate or confirm the transactions contemplated hereby. Furthermore, at any time after the date of this Agreement, Furiex will, and will use all reasonable endeavors to procure that any necessary third party will, execute such documents and do such acts and things as may reasonably be required by Holdings for the purpose of giving to Holdings the full benefit of the provisions of this Agreement. Without limiting the generality of the foregoing, each of the parties further agrees to execute and deliver further assignments for the purpose of evidencing, perfecting, and recording the assignment of the Assigned Assets in any jurisdictions, such assignments to be in a form reasonably satisfactory to Furiex and Holdings and sufficient for recordation in the relevant jurisdiction.

5. Waiver; Amendment. Neither this Agreement nor any provision hereof shall be waived, amended, modified, changed, discharged or terminated except by an instrument in writing executed by the parties.

6. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

7. Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement shall continue in full force and effect without said provision; provided that no such severance of provision shall be effective if it materially changes the economic benefit of this Agreement to any party.

8. Section Headings. The section headings contained in this Agreement and the schedules thereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

10. Counterparts. This Agreement 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 Agreement 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 Agreement.

11. Third Party Rights. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, other than the parties hereto and their respective successors, any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement with effect as of the Effective Date.

FURIEX PHARMACEUTICALS, LLC

By: 

Name: Lilia Lee

Title: Secretary

FURIEX HOLDINGS UNLIMITED COMPANY

By: _____

Name:

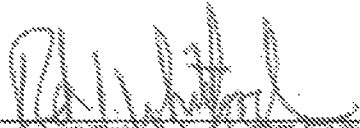
Title:

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement with effect as of the Effective Date.

FURIEX PHARMACEUTICALS, LLC

By: _____
Name:
Title:

FURIEX HOLDINGS UNLIMITED COMPANY

By: 
Name: ROBERT WHITEFORD
Title: Executive Director Ireland Finance

SCHEDULE 1

SCHEDULE 2

[Signature Page to Redemption and Assignment Agreement]

PATENT
REEL: 064110 FRAME: 0853

SCHEDULE 3
PATENTS

Title	Jurisdiction	Serial Number
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	AU	2008275270
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	BR	PI0813632-7
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	CA	2,695,126
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	CN	200880024059.7
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	CO	10-000935
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	CR	11260
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	EA Granted in AM, AZ, BY, KG, KZ, MD, RU, TJ, TM	201070116
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	EC	SP-10-9863
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	EG	33/2010

Title	Jurisdiction	Serial Number
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	EP	08781434.9
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	HK	10107932.4
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	ID	W00201000054
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	IL	203081
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	IN	58/KOLNP/2010
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	JP	2010-516175
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	JP	2013-219252
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	JP	2015-516175
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	KR	10-2010-7002535
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	LK	15660
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propiony]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	MX	MX/A/2010/00032 3

Title	Jurisdiction	Serial Number
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propionyl]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	MY	PI2010000053
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propionyl]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	NI	2010/0001
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propionyl]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	NZ	582420
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propionyl]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	PH	10-2010-500060
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propionyl]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	SG	201000095-8
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propionyl]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	SG	201208093-3
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propionyl]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	UA	201001286
Novel Crystals and Process of Making 5-([2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propionyl]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino)-Methyl)-2-Methoxy-Benzonic Acid	US	60/948,584
Crystals and process of making 5-([2-amino-3-(4-carbamoyl-2,6-dimethyl-phenyl)-propionyl]-[1-(4-phenyl-1H-imidazol-2-yl)-ethyl]-amino)-methyl)-2-methoxy-benzoic acid	US	12/168,331
Novel crystals and process of making 5-([2-amino-3-(4-carbamoyl-2,6-dimethyl-phenyl)-propionyl]-[1-(4-phenyl-1H-imidazol-2-yl)-ethyl]-amino)-methyl)-2-methoxy-benzoic acid	US	13/175,342
Novel crystals and process of making 5-([2-amino-3-(4-carbamoyl-2,6-dimethyl-phenyl)-propionyl]-[1-(4-phenyl-1H-imidazol-2-yl)-ethyl]-amino)-methyl)-2-methoxy-benzoic acid	US	13/987,009

Title	Jurisdiction	Serial Number
Novel crystals and process of making 5-({[2-amino-3-(4-carbamoyl-2,6-dimethyl-phenyl)-propionyl]-[1-(4-phenyl-1H-imidazol-2-yl)-ethyl]-amino}-methyl)-2-methoxy-benzoic acid	US	14/171,366
Novel crystals and process of making 5-({[2-amino-3-(4-carbamoyl-2,6-dimethyl-phenyl)-propionyl]-[1-(4-phenyl-1H-imidazol-2-yl)-ethyl]-amino}-methyl)-2-methoxy-benzoic acid	US	14/459,514
Novel Crystals and Process of Making 5-({[2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propionyl]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino}-Methyl)-2-Methoxy-Benzoic Acid	VN	1-2009-02869
Novel Crystals and Process of Making 5-({[2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propionyl]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino}-Methyl)-2-Methoxy-Benzoic Acid	WO	PCT/US08/69318
Novel Crystals and Process of Making 5-({[2-Amino-3-(4-Carbamoyl-2,6-Dimethyl-Phenyl)-Propionyl]-[1-(4-Phenyl-1H-Imidazol-2-Yl)-Ethyl]-Amino}-Methyl)-2-Methoxy-Benzoic Acid	ZA	2010/00921
Opioid Receptor Modulator Dosage Formulations	TW	103106575
Opioid Receptor Modulator Dosage Formulations	US	13/829,984
Opioid Receptor Modulator Dosage Formulations	WO	PCT/US14/22666

SCHEDULE 4