

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8282178

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ZOGENIX MDS, INC.	10/18/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ZOGENIX, INC.
<b>Street Address:</b>	5959 HORTON STREET
<b>Internal Address:</b>	SUITE 500
<b>City:</b>	EMERYVILLE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94608
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	62888893
<b>Application Number:</b>	16997727
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)371-2540
<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>	(202)371-2600
<b>Email:</b>	julizzareyes@sternekessler.com
<b>Correspondent Name:</b>	STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
<b>Address Line 1:</b>	1101 K STREET NW 10TH FLOOR
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	4809.0070002
<b>NAME OF SUBMITTER:</b>	STEPHANIE L. ELMER
<b>SIGNATURE:</b>	/Stephanie L. Elmer, Reg. No. 59,244/
<b>DATE SIGNED:</b>	11/16/2023
<b>Total Attachments: 4</b>	
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## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** is made and entered into the 31<sup>st</sup> day of October, 2023 (the "Effective Date") by and among **ZOGENIX MDS, INC.**, a corporation organized and existing under the laws of the State of Delaware, USA (hereinafter "Assignor") and **ZOGENIX, INC.**, a corporation organized and existing under the laws of the State of Delaware, USA, residing at 5959 Horton Street, Suite 500, Emeryville, California 94608, USA (hereinafter "Assignee").

### WITNESSETH:

**WHEREAS**, the patents and patent applications set forth in Exhibit A hereto ("Patents") are or were proceeding in the name of Modis Therapeutics, Inc.;

**WHEREAS**, by virtue of a Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Modis Therapeutics, Inc. executed as of the 22<sup>nd</sup> day of September, 2021, the rights in the Patents were assigned from Modis Therapeutics, Inc. to Assignor;

**WHEREAS**, Assignor desires to assign to Assignee its right, title, and interest in and to its ownership interest in the Patents; and

**WHEREAS**, Assignee desires to acquire right, title, and interest in and to the Patents;

**NOW THEREFORE**, Assignor and Assignee, in consideration of the foregoing and the mutual promises and agreements contained herein (the receipt and sufficiency of which is hereby acknowledged and agreed) and intending to be legally bound, hereby do mutually agree as follows:

#### 1. DEFINITIONS

1.1 "Assigned Patents" shall mean the Patents, any non-provisional applications, substitutions, divisions, continuations, reissues, renewals, re-examinations or extensions of the Patents, any continuations-in-part of the Patents to the extent the claims are directed to subject matter specifically described in the Patents, any patent application or patents claiming priority to the Patents, any letters patents and/or the equivalent issuing therefrom in any jurisdiction based on, and only to the extent of, any of the foregoing, and any foreign (non-US) or international equivalents of any of the foregoing, including without limitation any applications filed under the Patent Cooperation Treaty.

#### 2. ASSIGNMENT

2.1 Assignor hereby assigns to Assignee all right, title, and interest in and to the Assigned Patents, including the right to sue for past, present and future infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world. All such right, title and interest is to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made. Assignor agrees to reasonably assist Assignee in any and all matters related to the preparation, prosecution and maintenance of any statutory intellectual property protection it may seek related to the Patents, including but not limited to, the execution of an assignment document assigning its rights in any letters patent to Assignee.

3. **CONSIDERATION**

3.1 Assignee acknowledges good and valuable consideration for the granting herein of the assignment as described above.

4. **INDEMNITY**

4.1 Assignee hereby defends, indemnifies and holds harmless Assignor, and its employees, officers, trustees, directors, consultants, board members and agents (hereinafter "Indemnitees") from and against all claims under any legal theory, suits, penalties liabilities, damages, costs, fees, including, without limitation, attorneys' fees, expenses or losses arising out of or resulting from Assignee's performance of this Agreement, including claims for loss of existing, anticipated or lost profits, any advertising, or other promotional activities of Assignee, any third-party claims against Indemnitees for patent, copyright, and/or trademark infringement and/or patent interference, any claims based on negligence, omission, or misconduct of Assignee, any sublicensee or any employees, agents or representatives of Assignee, and any claims based on the possession, production, use, sale or operation of products, or other service, product or process that is identified with, characterized by or developed with the Assigned Patents, produced or sold by Assignee or its sublicensees or their customers in any manner whatsoever.

5. **DISCLAIMER**

5.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE ASSIGNED PATENTS, INCLUDING ITS CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

5.2 IN NO EVENT SHALL ASSIGNOR, OR ANY OF ITS EMPLOYEES, OFFICERS, TRUSTEES, DIRECTORS, CONSULTANTS, STAFF, BOARD MEMBERS AND AGENTS, BE LIABLE FOR ANY USE BY ASSIGNEE OF THE TECHNOLOGY OR ANY LOSS, CLAIM, DAMAGE OR LIABILITY, OF WHATSOEVER KIND OR NATURE, WHICH MAY ARISE FROM OR IN CONNECTION WITH ASSIGNEE'S PERFORMANCE UNDER THIS AGREEMENT.

5.3 ASSIGNOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **GOVERNING LAW**

6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such State that would result in the application of the laws of any other jurisdiction.

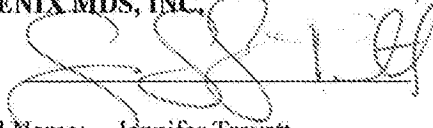
7. **COMPLETE AGREEMENT**

7.1 This Agreement is the complete and exclusive statement between the parties relating to the subject matter hereof and supersedes all prior understandings, communications, or representations, either oral or written, between the parties. This Agreement may not

be modified or altered except by a written instrument duly executed by Assignor and Assignee.

IN WITNESS WHEREOF, the parties have set their hands and seals and duly executed this Agreement effective as of the date first above written.

ZOGENIX MDS, INC.

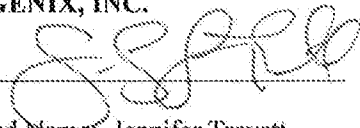
By: 

Typed Name: Jennifer Trevett

Title: Director

Date: OCTOBER 18, 2023

ZOGENIX, INC.

By: 

Typed Name: Jennifer Trevett

Title: Director

Date: OCTOBER 18, 2023

## Exhibit A

### Patents

1. Patent family derived from USSN 62/656,861

**Title:** "Prodrugs of deoxynucleosides for treatment of diseases caused by unbalanced nucleotide pools"

<b>Territory</b>	<b>Application No.</b>	<b>Filing Date</b>
United States	17/046,865	12 Apr 2019
United States	18/167,308	10 Feb 2023
United States	18/167,317	10 Feb 2023
European Patent Office	19784627.2	12 Apr 2019
United Arab Emirates	P6001430/2020	12 Apr 2019
Australia	2019253023	12 Apr 2019
Brazil	BR112020020804-3	12 Apr 2019
Canada	3,096,264	12 Apr 2019
China	201980038898.2	12 Apr 2019
Hong Kong	62021036934.9	13 Aug 2021
Israel	277725	12 Apr 2019
Japan	2020-556284	12 Apr 2019
Mexico	MX/a/2020/010667	12 Apr 2019
New Zealand	769054	12 Apr 2019
Saudi Arabia	520420324	12 Apr 2019

2. Patent family derived from USSN 62/888,893

**Title:** "Polymorphic forms of deoxycytidine, compositions comprising the same and uses"

<b>Territory</b>	<b>Application No.</b>	<b>Filing Date</b>
United States	16/997,727	19 Aug 2020
European Patent Office	20854948.5	19 Aug 2020
United Arab Emirates	P6000281/2022	19 Aug 2020
Australia	2020334060	19 Aug 2020
Brazil	BR112022002513-0	19 Aug 2020
Canada	3,150,755	19 Aug 2020
China	202080073216.4	19 Aug 2020
Japan	2022-510955	19 Aug 2020
Saudi Arabia	522431697	19 Aug 2020