

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8298103

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT
RESUBMIT DOCUMENT ID:	508128179
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
MALLINCKRODT ARD IP UNLIMITED COMPANY	12/24/2020

RECEIVING PARTY DATA

Name:	MALLINCKRODT HOSPITAL PRODUCTS IP UNLIMITED COMPANY
Street Address:	COLLEGE BUSINESS & TECHNOLOGIES PARK
Internal Address:	CRUISERATH ROAD, BLANCHARDSTOWN
City:	DUBLIN
State/Country:	IRELAND
Postal Code:	15

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	18449321
Patent Number:	11752199

CORRESPONDENCE DATA

Fax Number: (618)655-9640

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: 3148898000

Email: rendsley@polsinelli.com, patentdocketing@polsinelli.com

Correspondent Name: POLSINELLI PC

Address Line 1: 105 WEST VANDALIA STREET

Address Line 2: SUITE 400

Address Line 4: EDWARDSVILLE, ILLINOIS 62025

ATTORNEY DOCKET NUMBER:	H-AD-00017 US
NAME OF SUBMITTER:	REBECCA ENDSLEY, PARALEGAL
SIGNATURE:	/Rebecca L. Endsley/
DATE SIGNED:	11/28/2023

Total Attachments: 20

source=Assignment - ARD IP to MHP IP (Acthar)#page1.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page2.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page3.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page4.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page5.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page6.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page7.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page8.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page9.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page10.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page11.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page12.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page13.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page14.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page15.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page16.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page17.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page18.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page19.tif
source=Assignment - ARD IP to MHP IP (Acthar)#page20.tif

[REDACTED]

INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT (this "Agreement"), is effective as of the Effective Time on 24 December 2020 by and among **MALLINCKRODT ARD IP UNLIMITED COMPANY**, a private unlimited company incorporated in Ireland with company number 568350 and having its registered office at College Business & Technology Park, Cruiserath, Blanchardstown, Dublin 15 ("Seller") and **MALLINCKRODT HOSPITAL PRODUCTS IP UNLIMITED COMPANY**, a private unlimited company incorporated in Ireland with company number 568351 and having its registered office at College Business & Technology Park, Cruiserath, Blanchardstown, Dublin 15 ("Purchaser") (collectively, the "Parties").

[REDACTED]

WHEREAS, this Agreement sets forth the terms and conditions upon which Seller will sell to Purchaser, and Purchaser will purchase from Seller, certain intellectual property, as specified on Schedule 2.1(a) attached hereto, which includes all registrations and pending applications, know-how and Regulatory Materials (as are hereinafter defined), and Purchaser will assume certain liabilities related to the

[REDACTED]

[REDACTED]

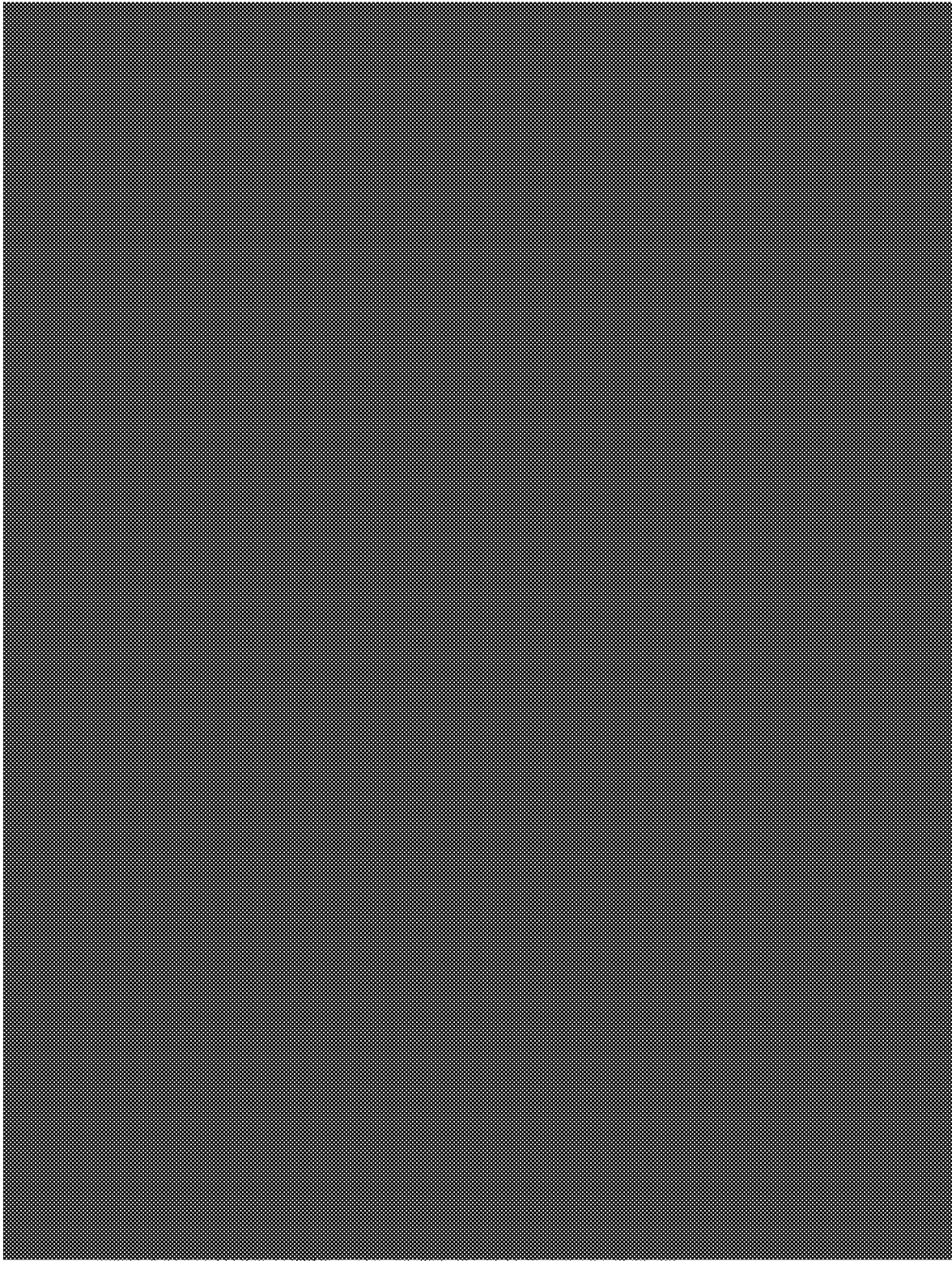
[REDACTED]

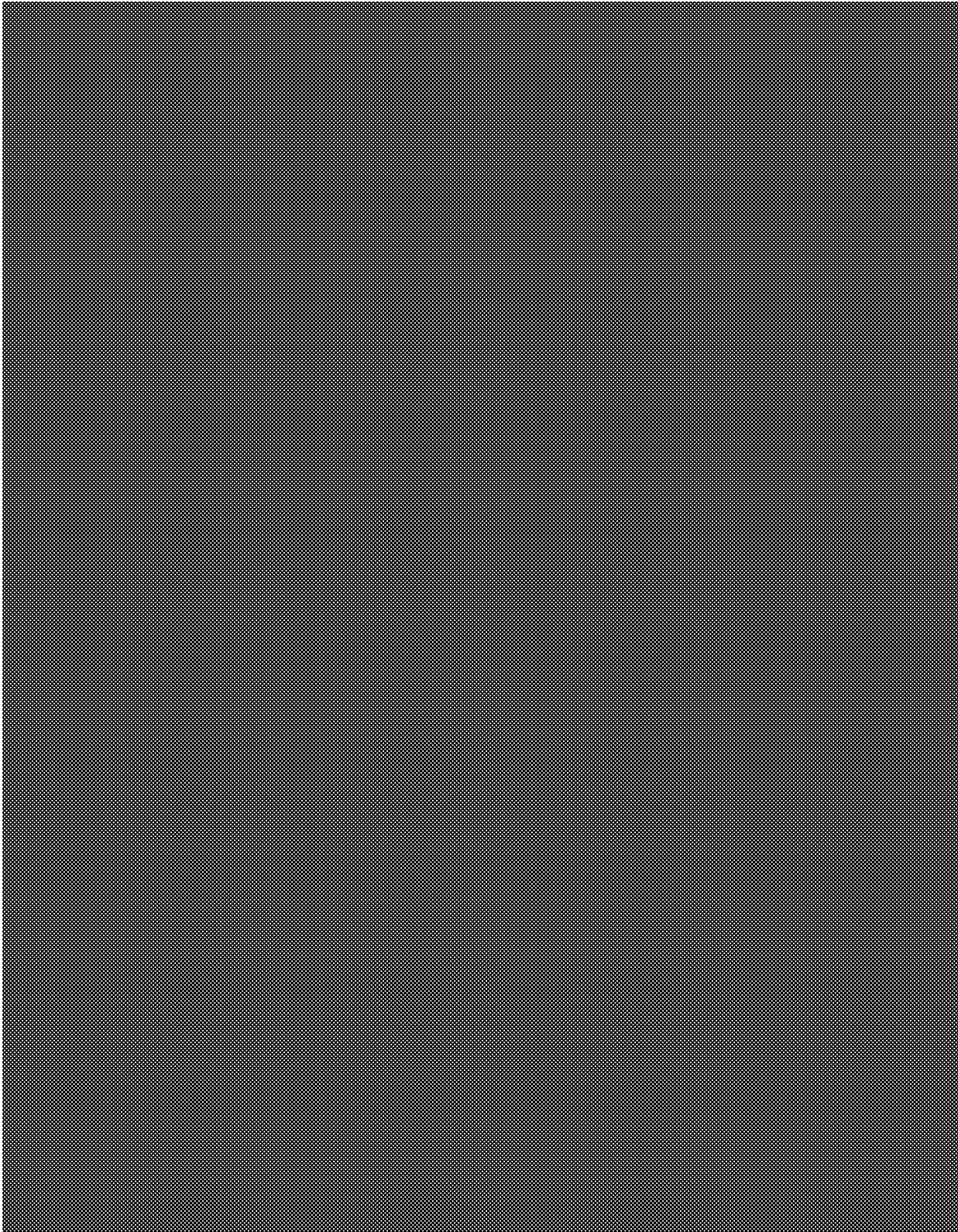
NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the issuance by Purchaser of the Note and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

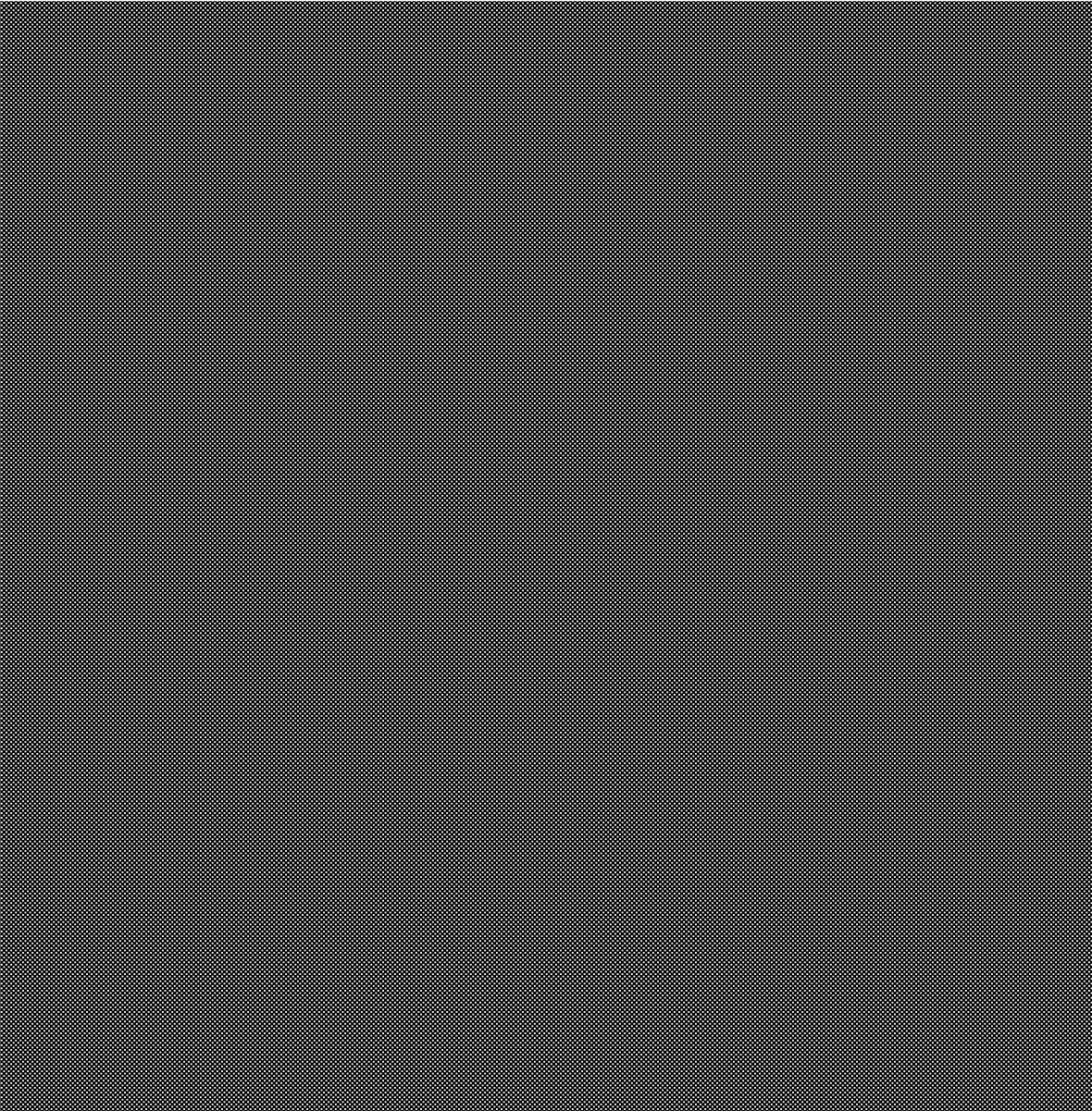
ARTICLE I

DEFINITIONS AND TERMS

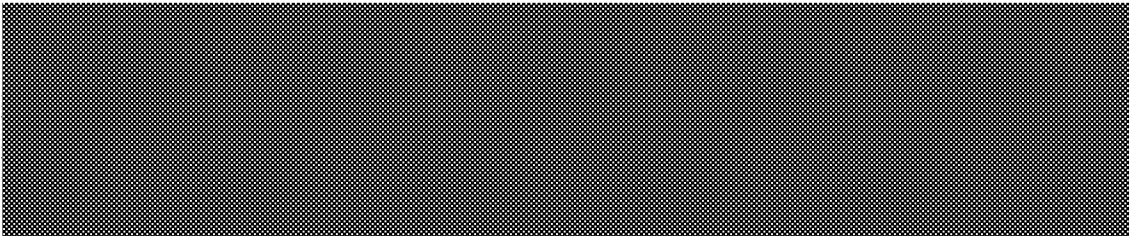
MA500/030/AC#26727783.6

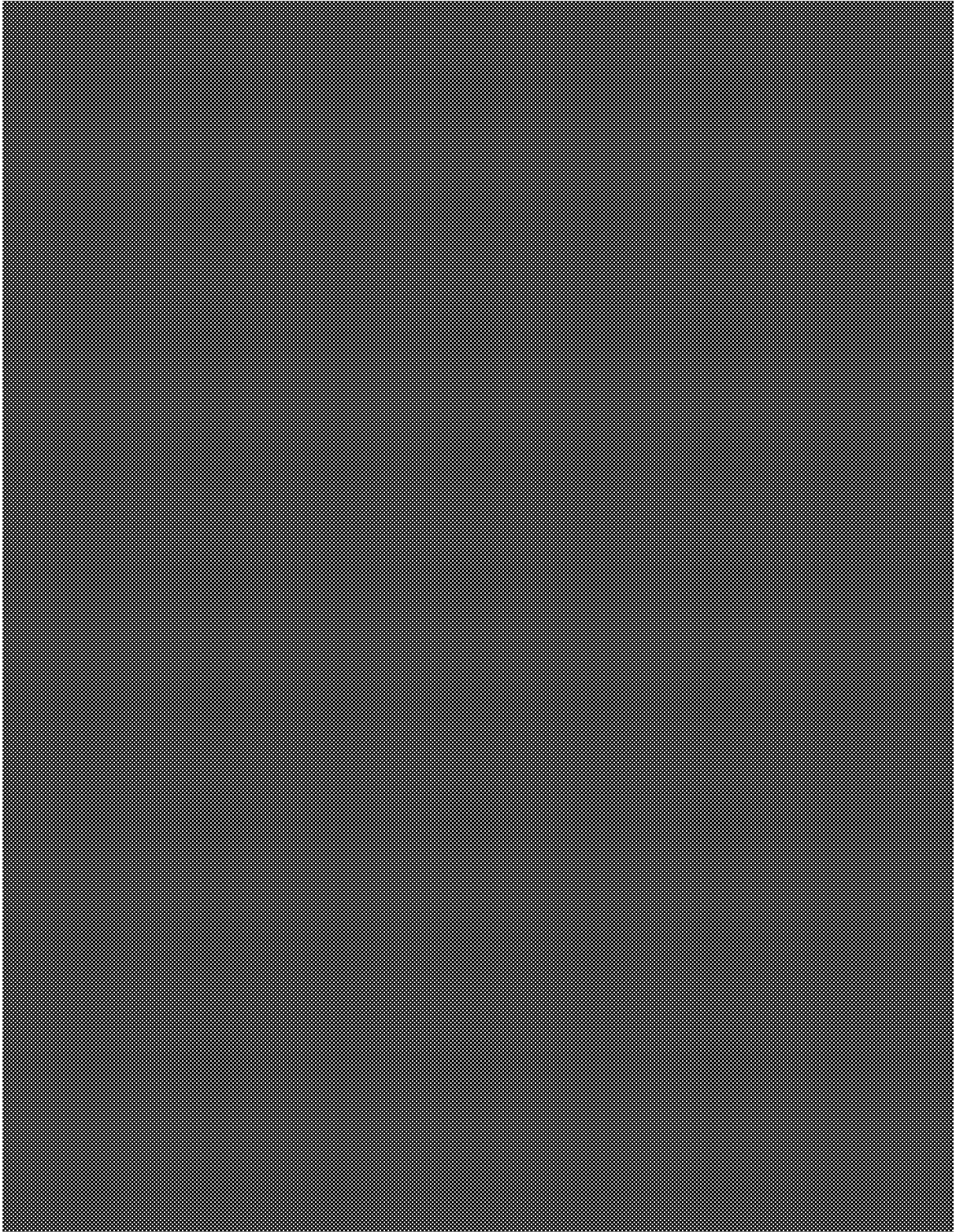






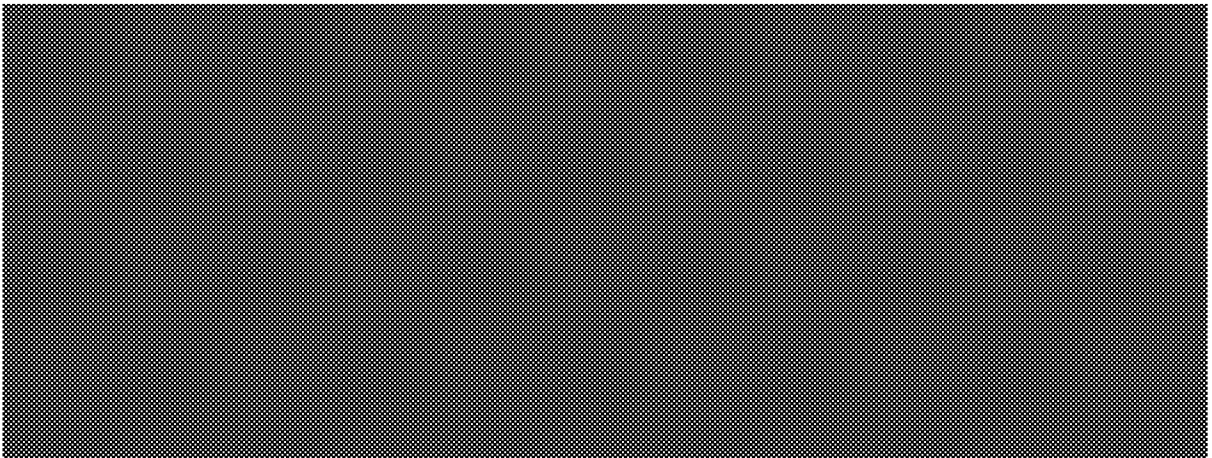
"Intellectual Property" has the meaning specified on Schedule 2.1(a) attached hereto.

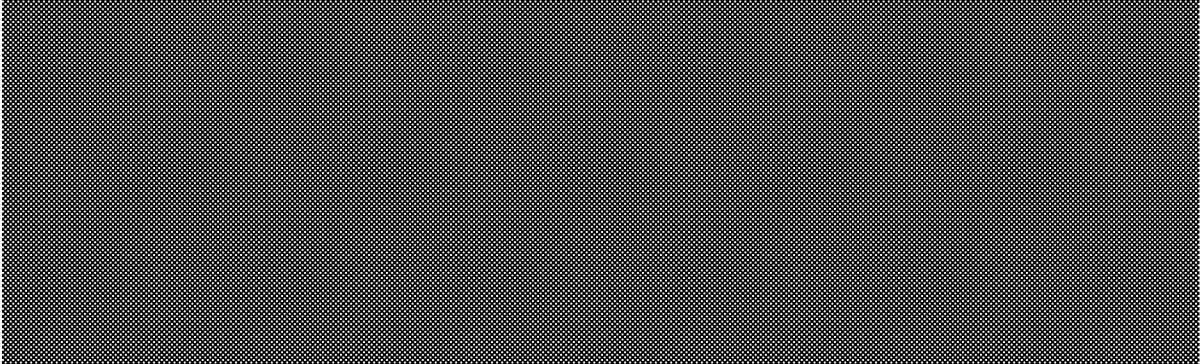






“Transferred IP” means the Intellectual Property



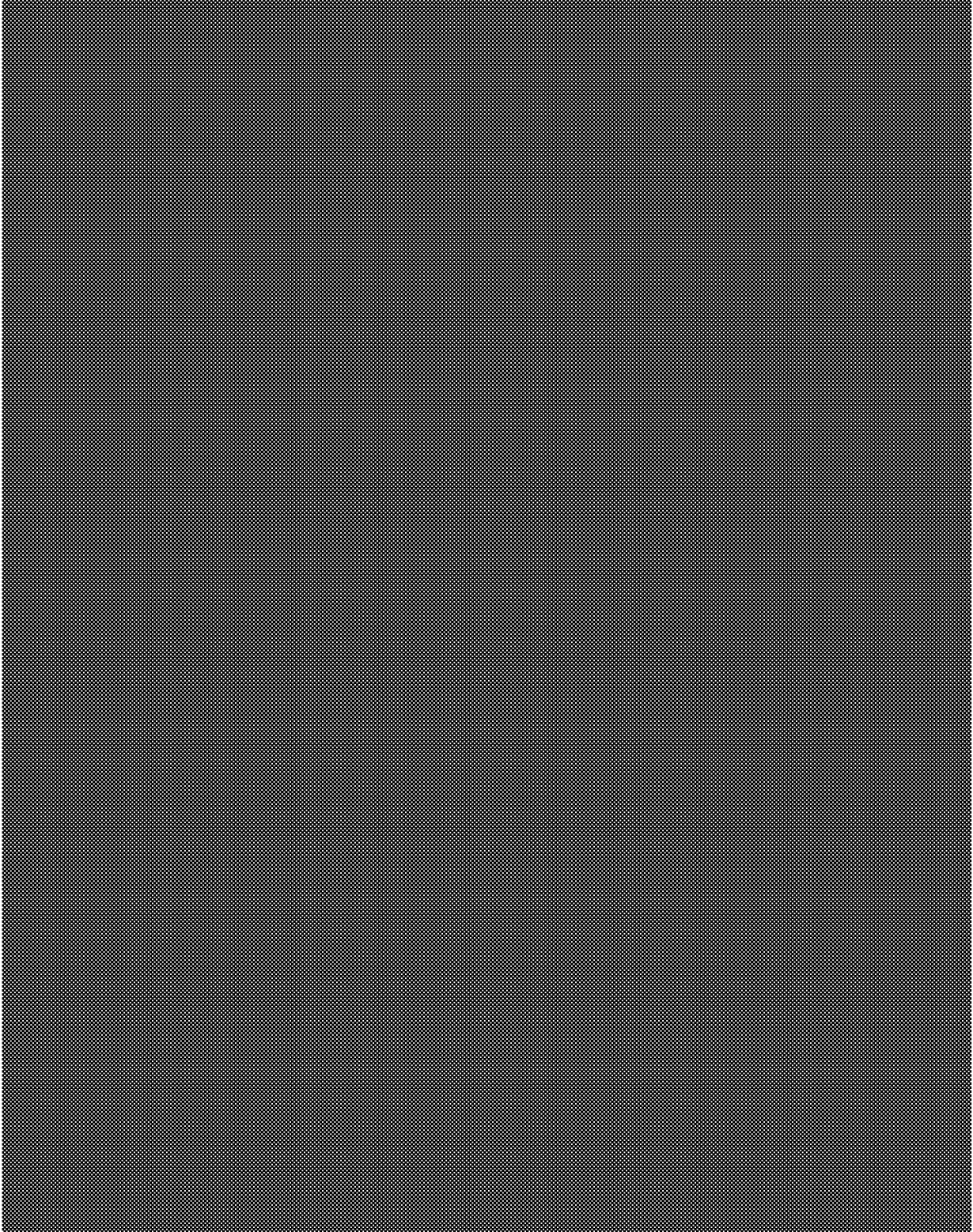


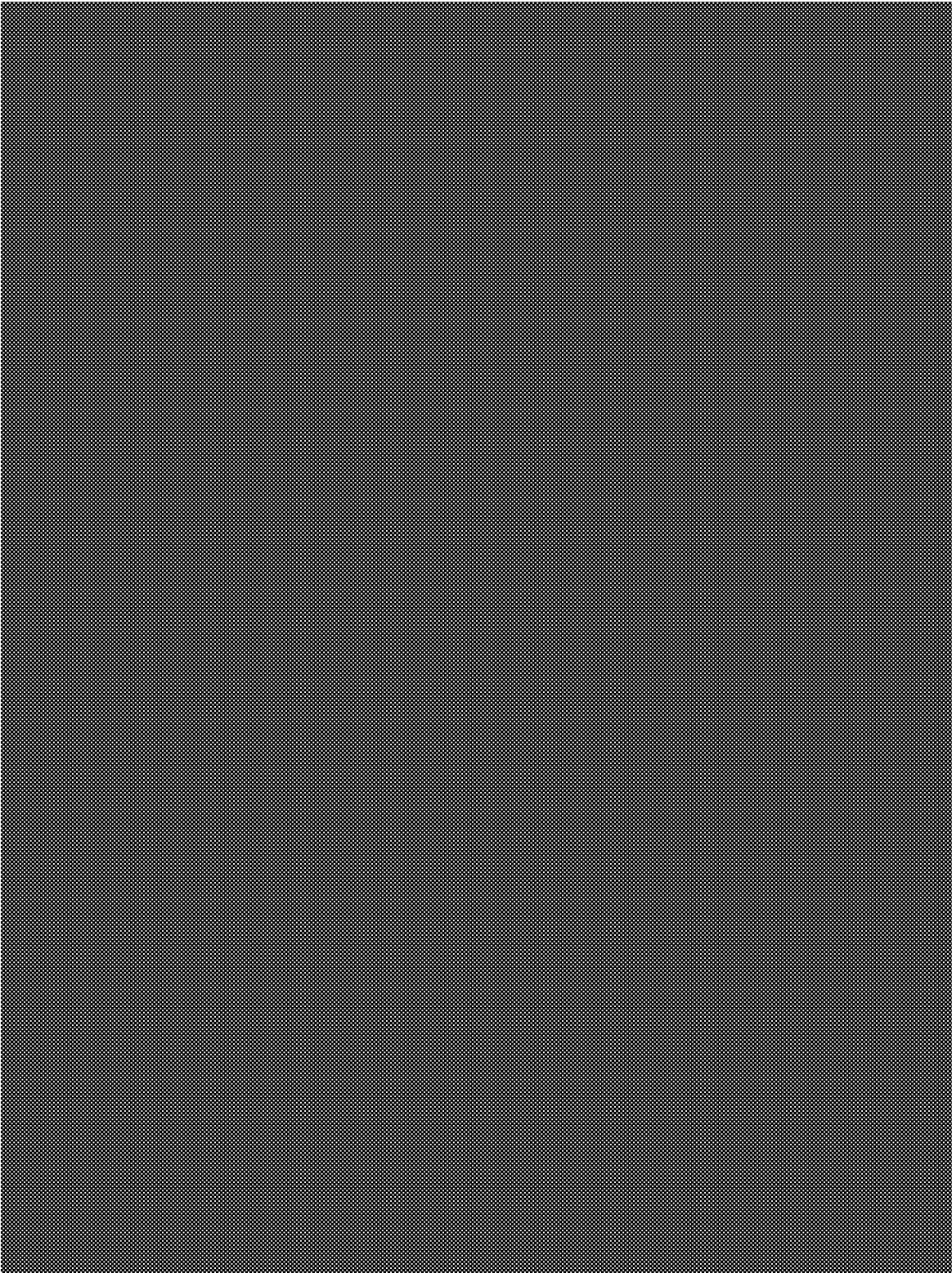
ARTICLE II

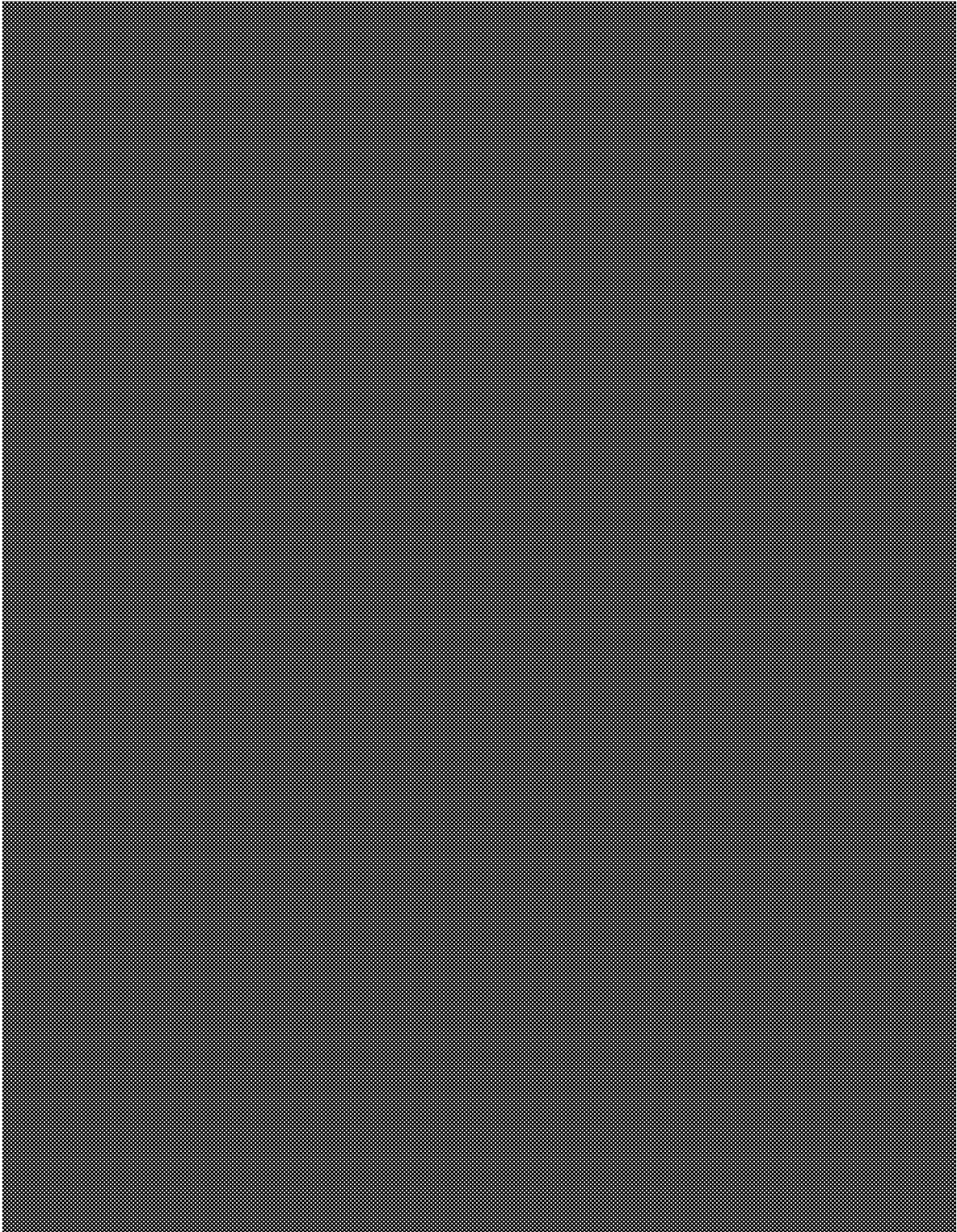
TRANSFER OF ASSETS AND LIABILITIES

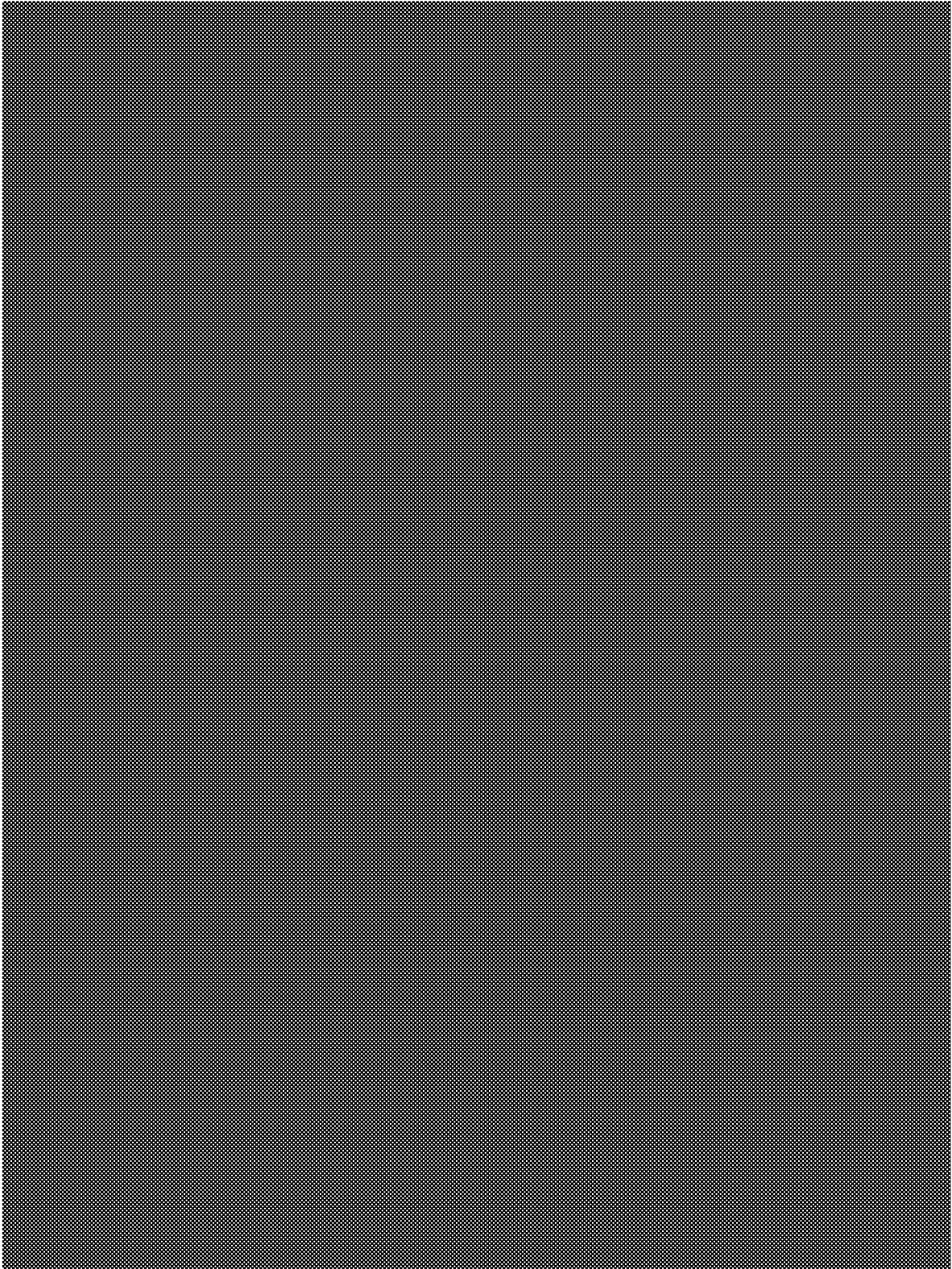
2.1 Purchase and Sale of the Intellectual Property. Upon the terms and subject to the conditions of this Agreement, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser and Purchaser hereby purchases, acquires and accepts from Seller, with full title guarantee (for the avoidance of doubt, to include full legal and beneficial title) and subject to the Existing Security and the Existing Claims, all right, title and interest in and to the Intellectual Property, including all common law rights connected thereto and all rights of action, powers, benefits and immunities belonging to the same wherever in the world, including the right to sue for and obtain damages and other relief in respect of any act of infringement and other causes of action (whether past, present or future) of or relating to the Intellectual Property or any part thereof and the violation of any common law rights connected with the Intellectual Property.

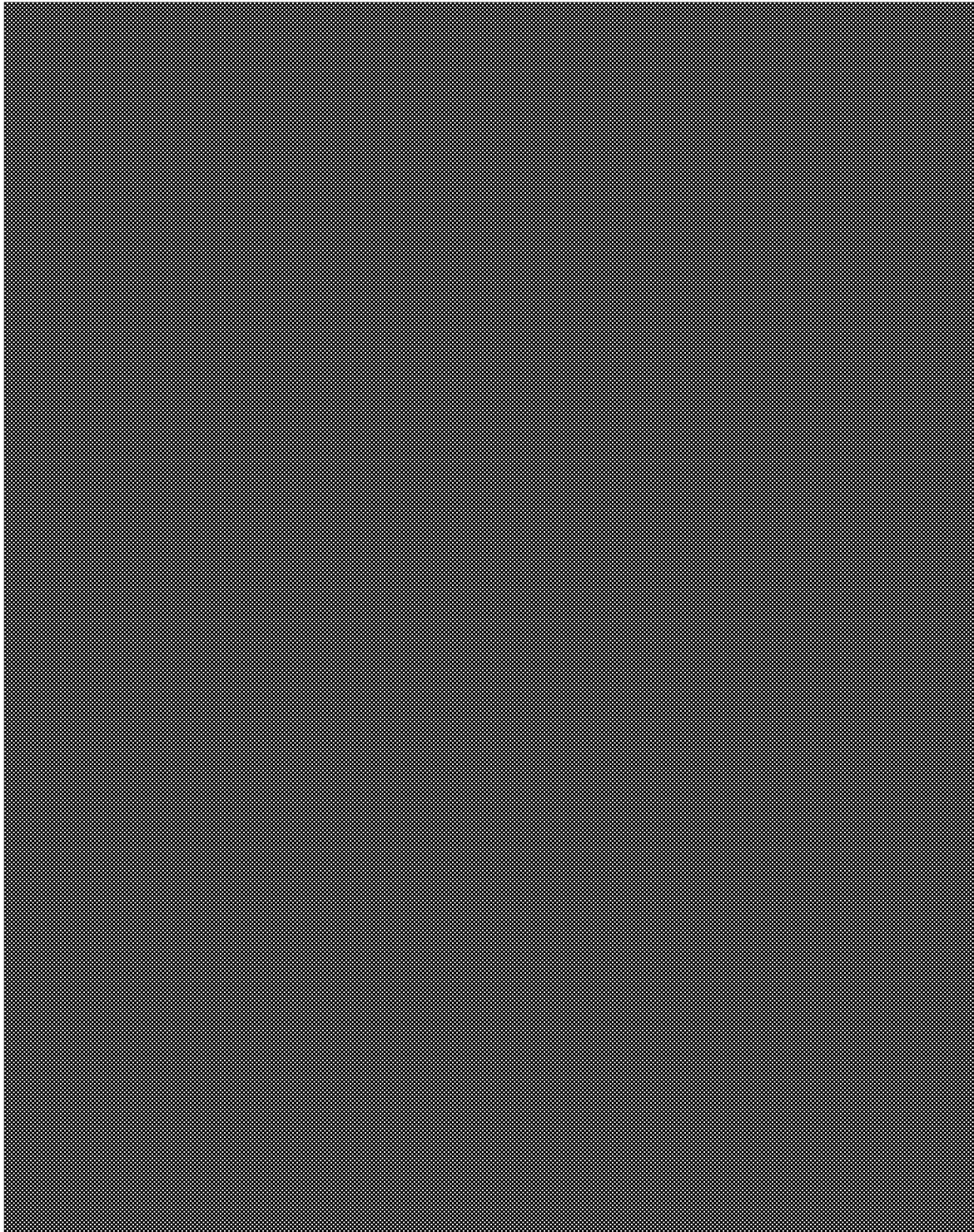


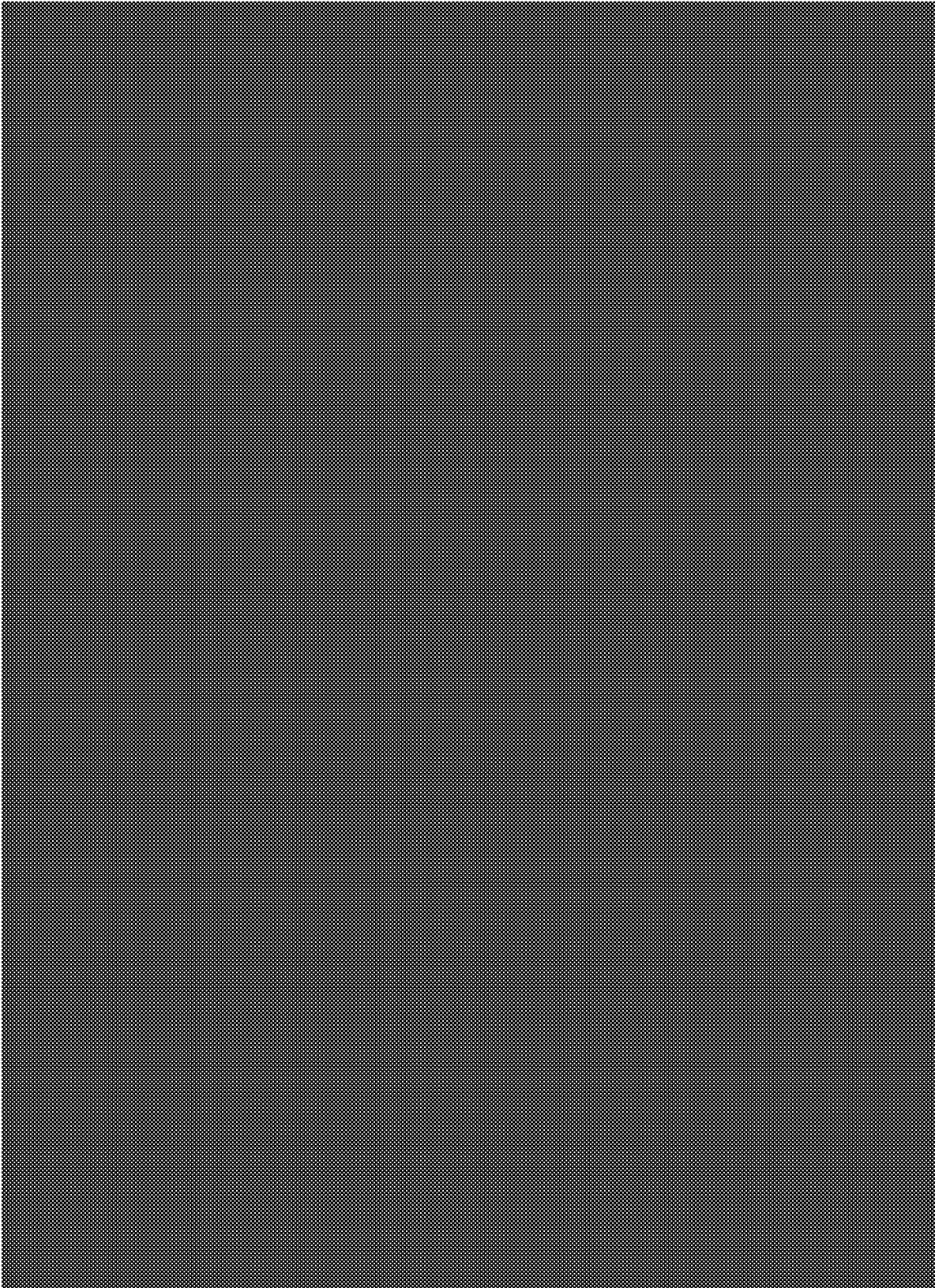


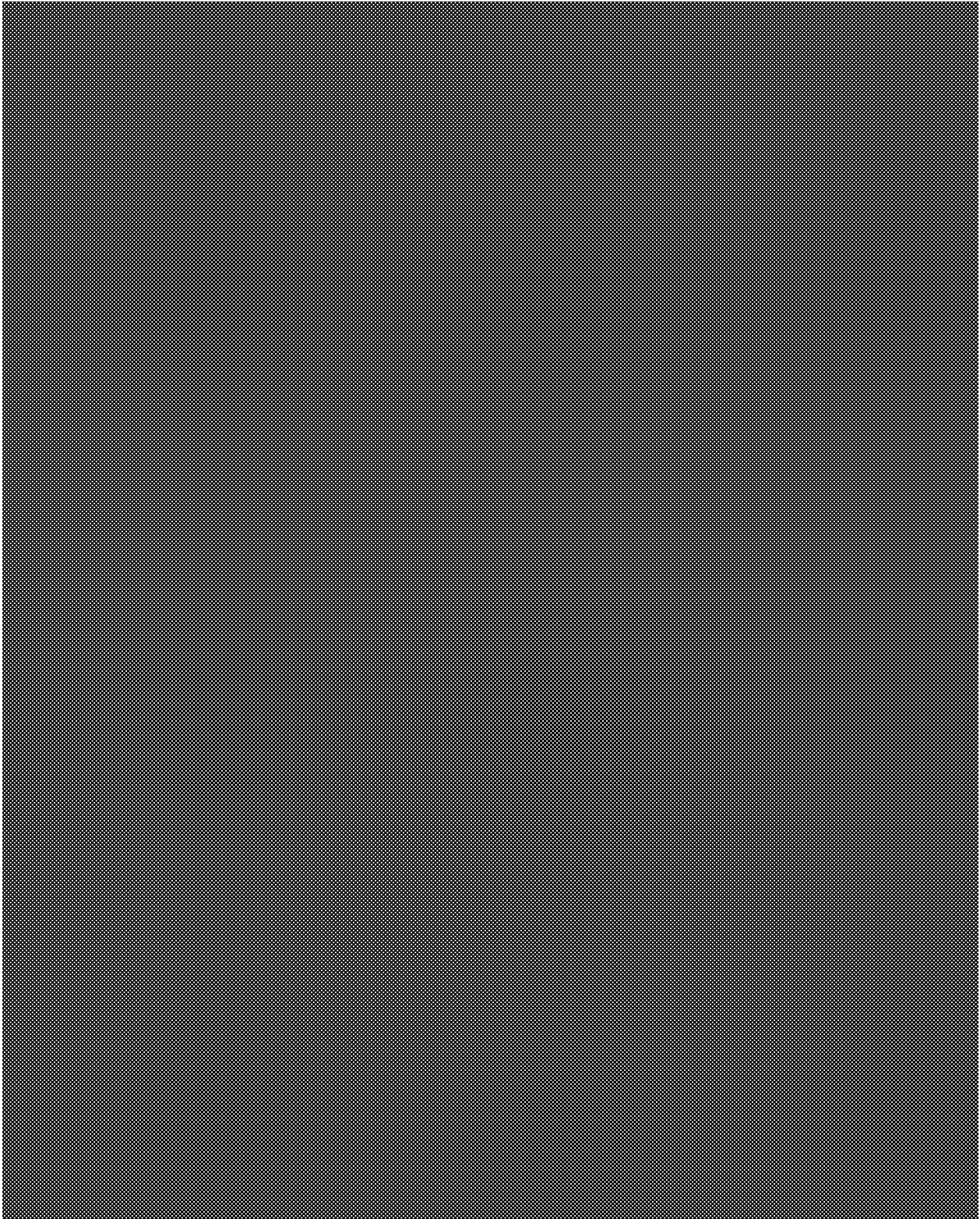


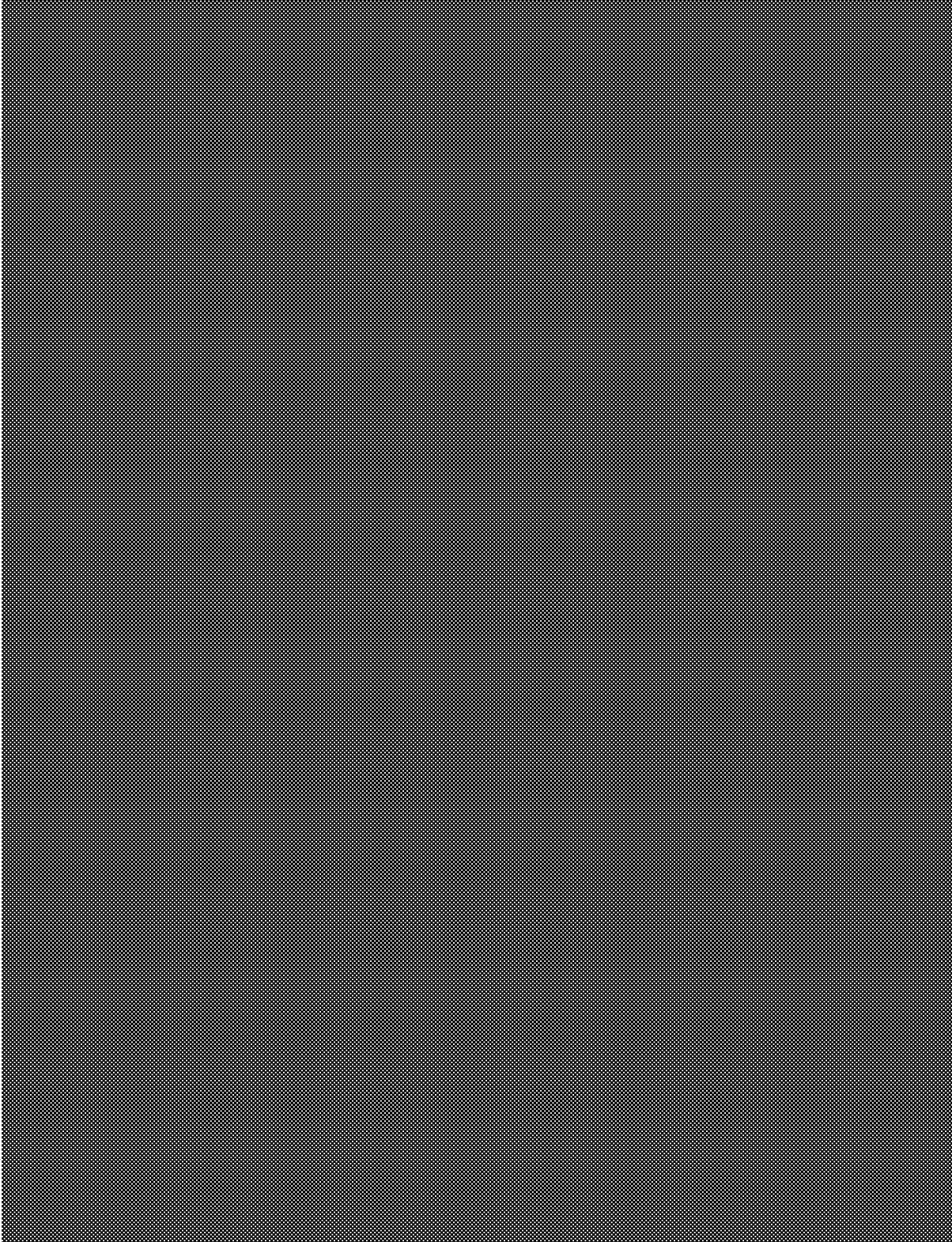


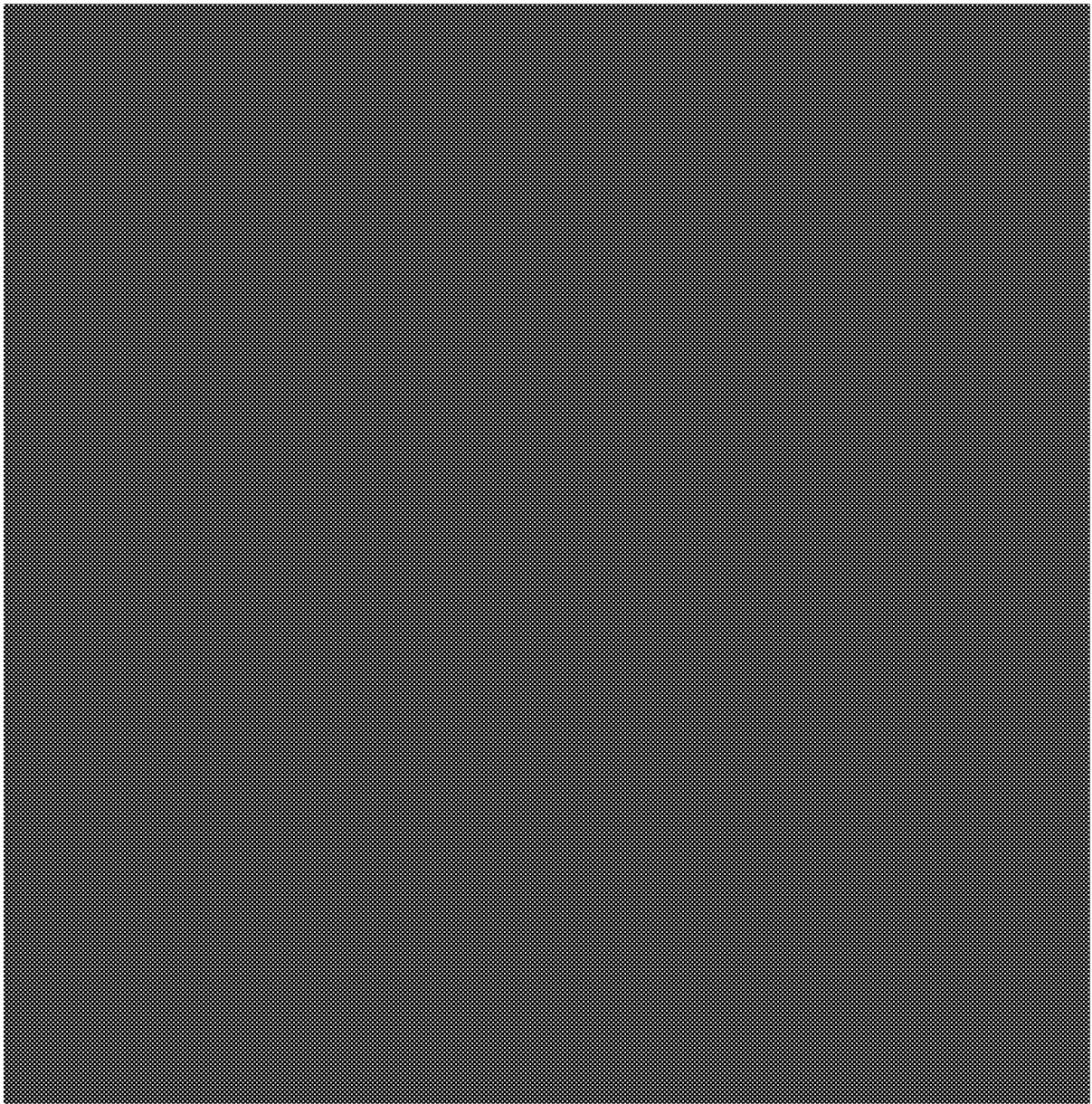






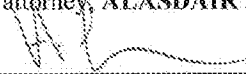







Each of the Parties to this Agreement has caused this Agreement to be executed on its behalf by its duly authorized signatory, to be effective as of the day and year first written above.

For and on behalf of **MALLINCKRODT ARD IP
UNLIMITED COMPANY** by its lawfully
appointed attorney, **ALASDAIR FENLON**

By: 
Date: 24 December 2020

For and on behalf of **MALLINCKRODT
HOSPITAL PRODUCTS IP UNLIMITED
COMPANY** by its lawfully appointed attorney,
ALASDAIR FENLON

By: 
Date: 24 December 2020

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT

SCHEDULE 2.1(a)

INTELLECTUAL PROPERTY

Intellectual Property means and includes all right, title and interest in and to, including all common law rights connected thereto and all rights of action, powers, benefits and immunities belonging to the same wherever in the world, including the right to sue for and obtain damages and other relief in respect of any act of infringement and other causes of action (whether past, present or future) of or relating to or any part thereof and the violation of any common law rights connected with: (A) all issued patents, registered trademarks or copyrights, and pending applications therefore as specifically scheduled herein, including the issued patents, pending patent applications, registered trademarks, pending trademark registration applications and domain names specified in Schedule 2.1(b); (B) the Regulatory Materials; and (C) the following subsections (a)-(d), only to the extent that they relate to the foregoing:

(a) all business and trade names, logos and designs, brand names, slogans and domain names owned by or licensed to Seller as of the Effective Time;

(b) all inventions, improvements, U.S., foreign and international design and utility patent registrations and applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), industrial designs and applications for registration of industrial designs, including (i) any provisionals, divisionals, continuations, continuations in part, reissues, extensions and substitutions of any of the foregoing; (ii) all rights to make application in the future to register or otherwise obtain legal protection for any of the foregoing; (iii) all rights of priority under national laws and international conventions with respect to any of the foregoing; (iv) and all other rights and privileges corresponding thereto owned by or licensed to Seller as of the Effective Time;

(c) all copyrights, copyright registrations, trade names, trade dress, trademarks and service marks (whether registered, unregistered or existing at common law and used with goods or services and including goodwill attaching to such trademarks), registrations and applications for such trademarks and service marks, including (i) all rights to make application in the future to register or otherwise obtain legal protection for any of the foregoing; (ii) all rights of priority under national laws and international conventions with respect to any of the foregoing; (iii) and all other rights and privileges corresponding thereto owned by or licensed to Seller as of the Effective Time; and

(d) all trade secrets and other rights in know-how and confidential or proprietary information, including, but not limited to, technologies in development, computer programs and other computer software (including software systems and applications), web sites, domains, domain names and related software, user interfaces, topographies, source code, object code, algorithms, display screens, layouts, development tools, instructions, templates, evaluation software and hardware, formulae and information, manufacturing, analytical methodologies, product characterizations, engineering and other drawings and manuals, technology, processes, design, lab journals, notebooks, schematics, data, plans, blue prints, research and development reports, technical information, technical assistance, engineering data, design and engineering specifications owned by or licensed to Seller as of the Effective Time.

Sch 2.1(a)

SCHEDULE 2.1(b)

[To be attached]

Sch 2.1(b)

WO	PCT/US2011/035831	10-May-2011			ACTH FOR TREATMENT OF AMYOTROPHIC LATERAL SCLEROSIS
EP	11781106.7	10-May-2011	2568999	11-Jul-2018	ACTH FOR TREATMENT OF AMYOTROPHIC LATERAL SCLEROSIS
GB	11781106.7	10-May-2011	2568999	11-Jul-2018	ACTH FOR TREATMENT OF AMYOTROPHIC LATERAL SCLEROSIS
HK	13109603.5	11-May-2011	HK1182310	27-Sep-2019	ACTH FOR TREATMENT OF AMYOTROPHIC LATERAL SCLEROSIS
IT	11781106.7	10-May-2011	2568999	11-Jul-2018	ACTH FOR TREATMENT OF AMYOTROPHIC LATERAL SCLEROSIS
US	13/695,602	10-Jun-2013			ACTH FOR TREATMENT OF AMYOTROPHIC LATERAL SCLEROSIS
US	15/967,641	01-May-2018			ACTH FOR TREATMENT OF AMYOTROPHIC LATERAL SCLEROSIS
US	15/141,530	28-Apr-2016			ACTH FOR TREATMENT OF AMYOTROPHIC LATERAL SCLEROSIS
US	16/369,690	29-Mar-2019			ACTH PROPHYLACTIC TREATMENT OF RENAL DISORDERS
US	15/383,969	19-Dec-2016	10,286,041	14-May-2019	ACTH PROPHYLACTIC TREATMENT OF RENAL DISORDERS
US	14/184,586	19-Feb-2014			ACTH FOR TREATMENT OF MIGRAINE HEADACHE
US	14/214,449	14-Mar-2014	10,232,018	19-Mar-2019	ACTH FOR TREATMENT OF ACUTE RESPIRATORY DISTRESS SYNDROME
US	16/251,363	18-Jan-2019			ACTH FOR TREATMENT OF ACUTE RESPIRATORY DISTRESS SYNDROME
EP	14721142.9	14-May-2014			ACTH FOR TREATMENT OF ACUTE RESPIRATORY DISTRESS SYNDROME
US	62/748,811	22-Oct-2018			REPOSITORY CORTICOTROPIN INJECTION (RCI) INDUCES A T CELL CYTOKINE PROFILE LEADING TO AN INCREASE IN REGULATORY T CELLS
US	62/794,369	18-Jan-2019			ACTHAR GEL'S IMPACT ON CORTICOSTERONE
WO	PCT/US2020/014444	21-Jan-2020			METHODS OF MODULATING CORTICOSTEROID RESPONSE
CA	3,125,351	28-Jun-2021			METHODS OF MODULATING CORTICOSTEROID RESPONSE
EP	20741802.1	04-Aug-2021			METHODS OF MODULATING CORTICOSTEROID RESPONSE
HK	62022046491.6	18-Jan-2022			METHODS OF MODULATING CORTICOSTEROID RESPONSE
US	17/362,497	29-Jun-2021			METHODS OF MODULATING CORTICOSTEROID RESPONSE
US	62/789,016	07-Jan-2019			METHODS OF PROMOTING REMYELINATION
US	62/852,097	23-May-2019			REPOSITORY CORTICOTROPIN INJECTION ENHANCED REMYELINATION AFTER CUPRIZONE-INDUCED DEMYELINATION
WO	PCT/US2020/012561	07-Jan-2020			METHODS OF PROMOTING REMYELINATION
EP	20738448.8	09-Jul-2021			METHODS OF PROMOTING REMYELINATION
HK	62022046647.3	20-Jan-2022			METHODS OF PROMOTING REMYELINATION
US	17/420,622	02-Jul-2021			METHODS OF PROMOTING REMYELINATION
EP	21196665.0	14-Sep-2021			METHODS OF MODULATING CORTICOSTEROID RESPONSE
US	62/857,677	05-Jun-2019			STUDY TO ASSESS THE EFFICACY AND SAFETY OF REPOSITORY CORTICOTROPIN INJECTION IN PATIENTS WITH SYSTEMIC LUPUS ERYTHEMATOSUS DESPITE MODERATE-DOSE CORTICOSTEROID USE
US	63/018,894	01-May-2020			REPOSITORY CORTICOTROPIN INJECTION EFFECTS IN PATIENTS WITH REFRACTORY SYSTEMIC LUPUS ERYTHEMATOSUS DESPITE TREATMENT WITH GLUCOCORTICOID
US	63/079,315	16-Sep-2020			REPOSITORY CORTICOTROPIN INJECTION EFFECTS IN PATIENTS WITH REFRACTORY SYSTEMIC LUPUS ERYTHEMATOSUS DESPITE TREATMENT WITH GLUCOCORTICOID
US	63/083,532	25-Sep-2020			METHODS OF MODULATING CORTICOSTEROID RESPONSE
US	62/873,080	11-Jul-2019			PREDICTIVE DIAGNOSIS OF INFANTILE SPASMS
US	62/873,084	11-Jul-2019			PREDICTIVE DIAGNOSIS OF INFANTILE SPASMS
US	62/981,283	25-Feb-2020			METHODS OF MODULATING PERICYTES
US	17/185,586	25-Feb-2021	11,752,199	12-Sep-2023	METHODS OF MODULATING PERICYTES
US	18/449,321	14-Aug-2023			METHODS OF MODULATING PERICYTES
US	63/238,543	30-Aug-2021			PRE-FILLED MANUAL INJECTOR APPARATUS
WO	PCT/US2022/075694	30-Aug-2022			PRE-FILLED MANUAL INJECTOR APPARATUS

PATENT

RECORDED: 09/19/2023

REEL: 065692 FRAME: 0440