

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI785323

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Sebela Ireland Limited		10/31/2024
RECEIVING PARTY DATA		
Company Name:	Legacy Pharma Inc.	
Street Address:	SEZC, Off Fairbanks Road	
Internal Address:	P.O. Box CEC 290	
City:	George Town	
State/Country:	CAYMAN ISLANDS	
Postal Code:	KY1-9012	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Patent Number:	8658663	
Patent Number:	8946251	
Patent Number:	9393237	
Patent Number:	8859576	
Patent Number:	9433680	
Patent Number:	9161914	
Patent Number:	9452173	
Patent Number:	9446131	
Patent Number:	10166205	
Patent Number:	10695303	
Patent Number:	10166206	
Patent Number:	10729667	
Patent Number:	6900327	
CORRESPONDENCE DATA		
Fax Number:		
<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:	(703)716-1191	
Email:	gbpatent@gbpatent.com,yfujinosadowski@gbpatent.com	

Correspondent Name:	Peter Pejic
Address Line 1:	1950 ROLAND CLARKE PLACE
Address Line 4:	RESTON, VIRGINIA 20191

ATTORNEY DOCKET NUMBER:	J797302
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NAME OF SUBMITTER:	Yuka Fujino Sadowski
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SIGNATURE:	/Yuka Fujino Sadowski/
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DATE SIGNED:	01/28/2025
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Total Attachments: 5

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Patent Assignment

THIS PATENT ASSIGNMENT (this “*Assignment*”) is made and entered into as of October 31, 2024, by Sebel Ireland Limited, incorporated under the laws of Ireland and having a principal place of business at Adelaide Chambers, Third Floor, West Wing, Peter Street, Dublin 8, Ireland (“*Assignor*”) and Legacy Pharma Inc., incorporated under the laws of Cayman Islands, having a principal place of business at SEZC, Off Fairbanks Road, George Town, Grand Cayman, P.O. Box CEC 290, Cayman Islands, KY1-9012 (“*Assignee*”).

WHEREAS, Assignor and Assignee, and the other parties thereto, have entered into that certain Asset Purchase and Sale Agreement dated as of even date herewith (the “*Purchase Agreement*”);

WHEREAS, this Assignment is being entered into pursuant to Section 2.3(b)(v) of the Purchase Agreement;

WHEREAS, Assignor owns certain patents listed in Schedule A (hereinafter “*Patents*”);

WHEREAS, Assignee desires to acquire the entire right, title, and interest in and to said Patents, together with the goodwill associated therewith; and

WHEREAS, this Assignment supersedes and replaces, in all respects, the Patent Assignment executed at the time of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, monies in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignment of Rights. Assignor hereby sells, assigns, transfers, and sets over, unto Assignee, its successors, legal representatives, the entire and exclusive right, title and interest in and to each *Patent identified on Schedule A*, for the United States including any and all divisions and continuations thereof, and any and all Letters Patent(s) which may be granted therefor and all rights to sue for past and future infringement thereunder, said Assignee and its assigns and legal representatives to have, hold, exercise and enjoy the said Patents, including any and all divisions and continuations thereof, and any and all Letters Patent which may be granted thereon, including any and all renewals, reissues, reexaminations, and prolongations thereof, with all the rights, powers, privileges, and advantages in any ways arising from or pertaining thereto, for and during the term or terms of any and all such Letters Patent when granted, including any and all renewals, reissues, reexaminations, and prolongations thereof, for the use and benefit of said Assignee and its assigns and legal representatives in as ample and beneficial a manner to all intents and purposes as the said Assignor might or could have held and enjoyed the same, if this assignment had not been made.

Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of any Patents, its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said patent application for letters patent, or any proceeding in connection with any letters patent or applications for letters patent for said inventions in any country, including but not limited to interference proceedings, and inter partes proceedings, that is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for letters patent, or any reissue, reexamination or extension of any letters patent, to be obtained thereon, is lawful and desirable. Assignor hereby requests the Commissioner of Patent and Trademarks to issue said letters patent of the United States to Assignee, as Assignee of said inventions and the letters patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns. Assignee shall have the power to grant individuals at its convenience the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document, or the officials at corresponding entities or agencies in any applicable jurisdictions for recordation of this Assignment.

3. Terms of the Purchase Agreement. The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement and nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms and conditions of the Purchase Agreement. In the event of any inconsistency between the terms and conditions hereof and the terms of the Purchase Agreement, the Purchase Agreement shall control.

4. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to the choice of law provisions thereof.


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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

SEBELA IRELAND LIMITED

By: 
Name: Paraid McDonogh
Title: Director & CFO

LEGACY PHARMA INC. SEZC

By: 
Chris Humphrey
President and General Manager

SCHEDULE A

<u>Title</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Status</u>	<u>Patent Number</u>
<u>METHOD OF TREATING THERMOREGULATORY DISFUNCTION WITH PAROXETINE</u>	<u>United States</u>	<u>12/292,960</u>	<u>Patented Case</u>	<u>8658663</u>
METHOD OF TREATING THERMOREGULATORY DYSFUNCTION WITH PAROXETINE	United States	14/157,992	Patented Case	8946251
METHOD OF TREATING THERMOREGULATORY DYSFUNCTION WITH PAROXETINE	United States	14/577,227	Patented Case	9393237
METHOD OF TREATING THERMOREGULATORY DYSFUNCTION WITH PAROXETINE	United States	14/276,494	Patented Case	8859576
Method Of Treating Thermoregulatory Dysfunction With Paroxetine	Canada	2659577	Granted	2659577
Method Of Treating Thermoregulatory Dysfunction With Paroxetine	Mexico	MX/a/2009/001275	Granted	335267
TOPICAL COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	United States	13/941,201	Patented Case	9433680
TOPICAL COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	United States	14/297,293	Patented Case	9161914
TOPICAL COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	United States	14/764,545	Patented Case	9452173
TOPICAL COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	United States	14/974,502	Patented Case	9446131

TOPICAL COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	United States	14/857,232	Patented Case	10166205
TOPICAL COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	United States	16/195,113	Patented Case	10695303
TOPICAL COMPOSITIONS AND METHODS FOR MAKING AND USING SAME	United States	15/255,464	Patented Case	10166206
Topical Compositions And Methods For Making And Using Same	United States	16/195,153	Issued	10729667
4-PHENYLPIPERIDINE COMPOUNDS	United States	09/855,710	Patented Case	6900327