

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592610

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HZNP FINANCE LIMITED		12/31/2019	Exempted Company: BERMUDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HORIZON THERAPEUTICS IRELAND DAC		
<b>Street Address:</b>	Connaught House, 1st Floor, 1 Burlington Road		
<b>City:</b>	Dublin		
<b>State/Country:</b>	IRELAND		
<b>Postal Code:</b>	D04 C5Y6		
<b>Entity Type:</b>	Designated Activity Company: IRELAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3556292	PENNSAID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2062240779		
<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>	2066828100		
<b>Email:</b>	efiling@cojk.com		
<b>Correspondent Name:</b>	Makiko Coffland of COJK		
<b>Address Line 1:</b>	1201 Third Avenue		
<b>Address Line 2:</b>	Suite 3600		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>NAME OF SUBMITTER:</b>	Makiko Coffland		
<b>SIGNATURE:</b>	/Makiko Coffland/		
<b>DATE SIGNED:</b>	08/18/2020		
<b>Total Attachments: 5</b>			
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OP \$40.00 3556292



**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (the “Assignment”), effective as of December 31, 2019 (the “Effective Date”), is between **HZNP FINANCE LIMITED**, a Bermuda exempted company limited by shares, with its registered office at H.P. House, 21 Laffan St., Hamilton HM 09, Bermuda (“Assignor”), and **HORIZON THERAPEUTICS IRELAND DAC**, a designated activity company, incorporated under the laws of Ireland, registered with the Irish Companies Registration Office under company number 376554 and with its principal place of business located at Connaught House, 1st Floor, 1 Burlington Road, Dublin, D04 C5Y6, Ireland (“Assignee”).

A. Pursuant to that certain Assignment and Assumption Agreement, dated as of December 31, 2019, by and between Assignor and Assignee (the “Assignment and Assumption Agreement”), the parties have agreed to effect the transfer of certain assets from Assignor to Assignee, upon the terms and subject to the conditions set forth in the Assignment and Assumption Agreement;

B. Assignor holds legal title to the Intellectual Property Rights listed on Exhibit A hereto (the “Assigned IP”); and

C. Assignor is willing to assign all rights it may have in and to the Assigned IP and the goodwill associated with such Assigned IP on the terms and subject to the conditions set forth in this Assignment.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Assignment and Assumption Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, its successors and assigns, free and clear of any Encumbrances, all of Assignor’s right, title and interest in and to the Assigned IP.

3. Authorization. Assignor authorizes and requests the applicable Governmental Body in any applicable jurisdictions, whose duty is to issue patents, trademarks or copyrights applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Assigned IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights to the Assigned IP granted in Section 2 above.

5. Miscellaneous.

(a) Governing Law. This Assignment will be construed in accordance with, and governed in all respects by, the Laws of the State of Delaware, without regard to its conflict of law principles.

(b) Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of either party under this Assignment will not be materially and adversely affected thereby, (i) such provision shall be fully severable, (ii) this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

(c) Waiver. Any term or condition of this Assignment may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. The waiver by either party of any right hereunder or of the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise.

(d) Amendments. This Assignment may not be amended, modified, altered or supplemented except by means of a written instrument executed on behalf of all parties.

(e) Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by portable document format (PDF) or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

(f) Binding Agreement. This Assignment shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment on and as of the Effective Date.

ASSIGNOR:

**HZNP FINANCE LIMITED**

By: 

Name: Zoë K. Hanson

Title: Director

IN WITNESS WHEREOF, the undersigned has executed this Assignment on and as of the Effective Date.

ASSIGNEE:

**HORIZON THERAPEUTICS IRELAND DAC**

By:   
Name: Patrick McIlvenny  
Title: Director

Exhibit A  
Assigned IP  
Trademarks

<b>Mark/Name</b>	<b>Country/Region</b>	<b>Application No./ Registration No.</b>
PENNSAID	United States - (US)	3,556,292

Patents

PRODUCT	TITLE	JURISDICTION OF REGISTRATION OR FILING	APPLICATION STATUS	APPLICATION NUMBER	FILING DATE	PATENT NUMBER	ISSUE DATE	EXPIRATION DATE
PENNSAID	DICLOFENAC TOPICAL FORMULATION	United States of America	Granted	12/134,121	6/5/2008	8252838	8/28/2012	4/21/2028
PENNSAID	DICLOFENAC TOPICAL FORMULATION	United States of America	Granted	13/564,688	8/1/2012	8563613	10/22/2013	10/17/2027
PENNSAID	DICLOFENAC TOPICAL FORMULATION	United States of America	Granted	14/025,781	9/12/2013	8871809	10/28/2014	10/17/2027
PENNSAID	DICLOFENAC TOPICAL FORMULATION	United States of America	Granted	14/497,096	9/25/2014	9066913	6/30/2015	10/17/2027
PENNSAID	DICLOFENAC TOPICAL FORMULATION	United States of America	Granted	14/922,903	10/26/2015	9339552	5/17/2016	10/17/2027
PENNSAID	DICLOFENAC TOPICAL FORMULATION	United States of America	Granted	15/092,139	4/6/2016	9539335	1/10/2017	10/17/2027
PENNSAID	DICLOFENAC TOPICAL FORMULATION	United States of America	Pending	16/575,120	9/18/2019			