

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HZNP LIMITED		12/31/2019	Private Company Limited By Shares: IRELAND
RECEIVING PARTY DATA			
Name:	HORIZON THERAPEUTICS IRELAND DAC		
Street Address:	Connaught House, 1st Floor, 1 Burlington Road		
City:	Dublin		
State/Country:	IRELAND		
Postal Code:	D04 C5Y6		
Entity Type:	Designated Activity Company: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6309573	H	
Registration Number:	6322859	HORIZON	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	206-682-8100		
Email:	efiling@cojk.com		
Correspondent Name:	Makiko Coffland of COJK		
Address Line 1:	1201 Third Avenue, Suite 3600		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Makiko Coffland		
SIGNATURE:	/Makiko Coffland/		
DATE SIGNED:	04/27/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “Assignment”), effective as of December 31, 2019 (the “Effective Date”), is between **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”), **HZNP LIMITED**, a private company limited by shares, incorporated under the laws of Ireland, registered with the Irish Companies Registration Office under company number 541061 and with its principal place of business located at H.P House, 21 Laffan St., Hamilton HM 09, Bermuda (“Assignor”). Assignee and Assignor are sometimes referred to herein individually as a “party” and collectively as the “parties.”

A. Pursuant to that certain Asset Purchase Agreement, dated as of December 31, 2019 (as it may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and between Assignee and Assignor, the parties thereto have agreed to effect the acquisition of certain assets from Assignor, upon the terms and subject to the conditions set forth in the Purchase Agreement;

B. Pursuant to the Purchase Agreement, this Assignment will be duly executed and delivered at the Closing; and

C. Assignor is willing to assign all rights it may have in and to all Transferred IP and the goodwill associated with such Transferred 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 by Assignor and Assignee, Assignor and Assignee agree as follows:

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

2. Assignment. Effective as of the Effective Date and subject to Permitted Encumbrances, Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to all of the following:

(a) all rights of Assignor under the Patents identified on Exhibit A (the “Transferred Patents”);

(b) all rights of Assignor under the Trademarks identified on Exhibit B (the “Transferred Trademarks”);

(c) all rights of Assignor under the Domain Names that are Related to the Products, or related to the Divested Products (the “Transferred Domain Names”); and

(d) all Intellectual Property Rights of Assignor (other than Transferred Patents, Transferred Marks and Transferred Domain Names) Related to the Products or related to the Divested Products.

3. Authorization. Assignor authorizes and requests the applicable Governmental Bodies 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 Transferred 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 Transferred IP granted in Section 2 above.

5. Miscellaneous.

(a) Controlling Agreement. This Assignment is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants, indemnities and miscellaneous provisions set forth in the Purchase Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control.

(b) 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.

(c) 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, (a) such provision shall be fully severable, (b) this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) 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 (d) 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.

(d) 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.

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

(f) 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.

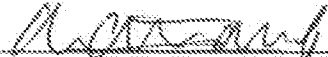
(g) Binding Agreement. This Assignment shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment on and as of the date first indicated above.

ASSIGNOR:

HZNP LIMITED

By: 
Name: Kevin Insley
Title: Director

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Assignment on and as of the date first indicated above.

ASSIGNEE:

HORIZON THERAPEUTICS IRELAND DAC

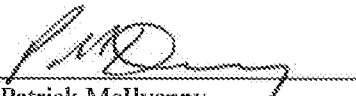
By: 
Name: Patrick McIlvenny
Title: Director

EXHIBIT B

TRANSFERRED TRADEMARKS

Marks registered in the name of HZNP Limited

MarkName	Country / Region	Case Type	Filing Type	Status	Current App. Date	Current App. No.	Current Registration Date	Current Registration Number	Current Renewal Date
CGD Connections & Design (horizontal)	United States - (US)	Intent-To-Use - (Z)	National - (MAT)	Registered - (G)	6/7/2017	87/479,563	7/10/2018	5,515,174	7/10/2028
CGD Connections & Design (stacked)	United States - (US)	Intent-To-Use - (Z)	National - (MAT)	Registered - (G)	6/7/2017	87/479,557	7/10/2018	5,515,173	7/10/2028
CYSTINOSIS UNITED	United States - (US)	Regular - (REG)	National - (MAT)	Registered - (G)	10/31/2018	88/176,742	6/11/2019	5774707	6/11/2029
H HORIZON Logo (IC 42, 44)	International - (IB)	Regular - (REG)	Madrid Protocol - (P)	Filed - (F)	8/23/2019	A0088983			
H HORIZON Logo (IC 42, 44)	Australia - (AU)	Regular - (REG)	Madrid Protocol - (P)	Filed - (F)	8/23/2019	A0088983			
H HORIZON Logo (IC 42, 44)	Canada - (CA)	Regular - (REG)	Madrid Protocol - (P)	Filed - (F)	8/23/2019	A0088983			
H HORIZON Logo (IC 42, 44)	China P.R. - (CN)	Regular - (REG)	Madrid Protocol - (P)	Filed - (F)	8/23/2019	A0088983			
H HORIZON Logo (IC 42, 44)	Community Trademark - (EM)	Regular - (REG)	Madrid Protocol - (P)	Filed - (F)	8/23/2019	A0088983			
H HORIZON Logo (IC 42, 44)	Israel - (IL)	Regular - (REG)	Madrid Protocol - (P)	Filed - (F)	8/23/2019	A0088983			
H HORIZON Logo (IC 42, 44)	Japan - (JP)	Regular - (REG)	Madrid Protocol - (P)	Filed - (F)	8/23/2019	A0088983			
H HORIZON Logo (IC 42, 44)	Mexico - (MX)	Regular - (REG)	Madrid Protocol - (P)	Filed - (F)	8/23/2019	A0088983			

INTENT-TO-USE APPLICATIONS

MarkName	Country / Region	Case Type	Filing Type	Status	Current App. Date	Current App. No.	Current Registration Date	Current Registration Number	Current Renewal Date
EYES ON GRAVES' & Design	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	7/2/2019	88/497,863			
H Logo	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	3/1/2019	88/322,754			
H HORIZON Logo (IC 5, 16)	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	3/4/2019	88/324,922			
H HORIZON Logo (IC 42, 44)	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	3/4/2019	88/324,929			
HORIZONCARES RXCONNECT	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	1/12/2017	87/299,353			
HORIZONCARES RXCONNECT	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	1/12/2017	87/299,369			
ORBEZZA	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	12/4/2018	88/216,779			
TEBEZLO	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	8/15/2019	88/580,043			
TEPEZZA	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	12/4/2018	88/216,781			
TEPNOVUS	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	8/15/2019	88/580,057			
VUBEZZA	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	7/30/2019	88/549,900			
VUZORBIC	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Filed - (F)	8/15/2019	88/580,050			