

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Transfer Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elan Pharma International Limited		08/02/2011	CORPORATION: IRELAND
RECEIVING PARTY DATA			
Name:	EDT Pharma Holdings Limited		
Street Address:	Treasury Building		
Internal Address:	Grand Canal Street Lower		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	COMPANY: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3070610	POLYMILL	
CORRESPONDENCE DATA			
Fax Number:	2026725300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(202) 672-5300		
Email:	PTOMailWashington@Foley.com		
Correspondent Name:	Norm J. Rich, Foley & Lardner LLP		
Address Line 1:	3000 K Street, N.W., Sixth Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5143		
ATTORNEY DOCKET NUMBER:	029318-7162		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 3070610

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Norm J. Rich

Signature:

/Norm J. Rich/

Date:

04/17/2012

**Total Attachments: 4**

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**Step 6**  
**Trading Assets Agreement (EPIL to EDT Pharma Holdings)**

**Dated 2 August 2011**

**ELAN PHARMA INTERNATIONAL LIMITED**  
**(Vendor)**

**and**

**EDT PHARMA HOLDINGS LIMITED**  
**(Purchaser)**

**ASSET TRANSFER AGREEMENT**

**for the purchase of the trading assets relating to the Drug Delivery Business of**  
**ELAN PHARMA INTERNATIONAL LIMITED**

**A & L GOODBODY**

THIS ASSET TRANSFER AGREEMENT is dated 2 August 2011 and made between

- (1) **ELAN PHARMA INTERNATIONAL LIMITED** (registered no. 222276) having its registered office at Monksland, Athlone, Co. Westmeath (**Vendor**); and
- (2) **EDT PHARMA HOLDINGS LIMITED** a company incorporated in Ireland (Registered No. 448848) whose registered office is at Treasury Building, Grand Canal Street Lower, Dublin 2 (**Purchaser**).

**RECITALS:**

- A. The Vendor is carrying on a trade of the purchase, development and exploitation of certain intellectual property rights and is the owner of certain trading assets (including intellectual property rights) relating to the EDT Business.
- B. Under the Business Transfer Agreement, the Purchaser has acquired the manufacturing business forming part of the EDT Business including the employees engaged in connection therewith.
- C. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Trading Assets upon the terms and subject to the conditions of this Agreement and will use these trading assets in the course of its manufacturing business.
- D. As set out in Section 7.1(k) of the Merger Agreement, the Purchaser will, for so long as it is a member of the Elan Tax Group, carry on its business in the same manner as the Vendor and will carry the Trading Assets as trading stock for tax purposes. The Trading Assets under this Agreement should not include any assets relating to the EDT Business other than assets which were held as trading stock by the Vendor.

IT IS HEREBY AGREED as follows:

**1. PRELIMINARY**

- 1.1. **Definitions:** In this Agreement and in the Schedules unless the context otherwise requires:

**1963 Act** means the Companies Act, 1963;

**1990 Act** means the Companies Act, 1990;

**Authorisations** means those authorisations, licences and permits necessary for the conduct of the EDT Business which are in the name of the Purchaser;

**Business Contracts** means all contracts, agreements, arrangements and understandings of every kind with customers of the EDT Business and other contracts relating to the EDT Business, which form part of the Trading Assets;

**Business Day** means any day on which banks are generally open for business in Dublin excluding Saturdays and Sundays;

**Business Transfer Agreement** means the agreement dated 26 July 2011 pursuant to which the Purchaser has acquired the Manufacturing Business from Elan Science Five Limited;

**Completion** means completion of the sale and purchase of the Trading Assets pursuant to this Agreement;

**Conditions** means the pre-conditions to closing listed in clause 3.2;

**Confidential Information** means any and all information received or obtained as a result of (i) the operation of the EDT Business and/or (ii) entering into or performing, or supplied by or on behalf of a party in the negotiations leading to, this Agreement and which in each case relates to:

- (a) the EDT Business;

- (b) the Manufacturing Business;
- (c) the provisions of this Agreement;
- (d) the negotiations relating to this Agreement;
- (e) the subject matter of this Agreement; or
- (f) the Purchaser or any subsidiary or holding company of the Purchaser;

**EDT Business** means the suite of activities including: research, development, drug optimization and delivery utilizing Elan's proprietary drug delivery technologies (including its NanoCrystal® technology for poorly water-soluble compounds, and its range of oral controlled release delivery technologies comprising extended, delayed and pulsatile release); drug scale up capabilities including formulation development, analytical development, clinical trial manufacturing and scale-up and product registration support; performing such research and development services for third parties; licensing or otherwise permitting the practice and use by third parties of such Elan proprietary drug delivery technologies or products incorporating such drug delivery technologies; and commercial manufacturing of pharmaceutical dosage forms both for products incorporating Elan proprietary technologies, the Fill/Finish Business and all contract manufacturing carried on by the Vendor;

**Effective Date** means the date of this Agreement;

**Employees** means those employees of the Vendor employed in connection with the Trading Assets;

**Elan Tax Group** means Elan Corporation plc and all of its wholly owned direct and indirect subsidiaries resident for tax purposes in Ireland;

**Encumbrance** includes, without limitation, any interest or equity of any person (including any right to acquire any option) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement or a rental, hire purchase, credit sale or other agreement for payment on deferred terms;

**Excluded Assets** means those assets of the Vendor set out in **Schedule 1** which are not being sold hereunder;

**Fill/Finish Business** means the fill/finish business carried on by the Vendor at Building 17 on the EDT Business campus at Monkstown Industrial estate, Athlone, Co. Westmeath;

**Information** means all customer and supplier records and correspondence (including, in each case, the full name and the address and addresses for delivery or collection or for provision of services) relating to the EDT Business, all books of account relating to the EDT Business and other records of the EDT Business for the six years prior to Completion, all deeds and documents evidencing title to the Trading Assets (duly stamped where appropriate), all sales and technical literature and all other documents, computer records and programs relating to or required for the due and efficient carrying on of the EDT Business and all files and other relevant information relating to the Employees;

**Intellectual Property** means any and all rights pertaining to inventions, discoveries, trade secrets, confidential business information, financial, marketing and business data, concepts, ideas and improvements to existing technology (in each case whether or not written down or otherwise converted to tangible form), patents, patent applications, patent disclosures, designs, trade marks, service marks, trade names, logos, rights in any domain names, algorithms, database rights, goodwill, copyright(s), moral rights, know-how, reputation, mores, get-up, computer programs and analogous property, plans, models, and all other forms of industrial or intellectual property (in each case in any part of the world and whether or not registered or registerable and to the fullest extent thereof and for the full period therefor and all extensions and renewals thereof), all applications for registration of the foregoing and all rights and interest, present and future thereto and therein;

**Intellectual Property Rights** means such Intellectual Property used exclusively in connection with the EDT Business and such other Intellectual Property as are included in the Trading Assets;

**Ireland** means Ireland excluding Northern Ireland and Irish will be construed accordingly;

**Licence User Agreement** means an agreement entered into on today's date by the Vendor and the Purchaser pursuant to which the Vendor agrees to sub-licence the Authorisations to the Purchaser;

**Loan Note** means the loan note to be issued by the Purchaser in the name of the Vendor in the amount of US\$ [REDACTED] on Completion pursuant to clause 3.4;

**Manufacturing and Supply Agreement** means the agreement entered into by Elan Science Five Limited (**ES5**) and the Vendor on 26 July 2011 whereby ES5 has agreed to manufacture and supply to the Vendor certain products and the Vendor has agreed to purchase the products upon the terms set out in the agreement;

**Manufacturing Business** means all the capital assets, manufacturing assets, real property, fixtures and fittings and all other assets owned by the Vendor, other than the Excluded Assets including the Vendor's obligations under the Manufacturing and Supply Agreement, which are to be acquired by the Purchaser pursuant to the Business Transfer Agreement;

**Merger Agreement** means the business combination agreement and plan of merger entered into by Elan Corporation, plc, Antier Science Two Limited, Elan Science Four Limited, EDT Pharma Holdings Limited, EDT US Holdco Inc., Antier Acquisition Corp. and Alkermes, Inc. on 9 May 2011;

**Patents** means the patents listed at Schedule 2 to this Agreement;

**Taxation and Tax** means all forms of taxation, duties, imposts and levies whether of Ireland or elsewhere, including (but without limitation) income tax, corporation tax, corporation profits tax, advance corporation tax, capital gains tax, capital acquisitions tax, residential property tax, wealth tax, value added tax, customs and other import and export duties, excise duties, vehicle registration tax, stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto whether payable in Ireland or elsewhere, and any costs, interest, surcharge, penalty or fine relating to the same and any penalties chargeable for non-compliance with any statutory provisions or regulations in connection therewith and the word **taxation** shall be construed accordingly;

**TCA** means the Taxes Consolidation Act, 1997;

**Termination Letter** means a letter dated the date of this Agreement between the Vendor and the Purchaser pursuant to which the Manufacturing and Supply Agreement is to be terminated;

**Trading Assets** means the assets listed in Clause 2.1 including all the Intellectual Property owned by the Vendor in respect of or related to the EDT Business, other than for the avoidance of doubt the Excluded Assets, all of which are to be acquired by or novated in favour of the Purchaser pursuant to this Agreement; and

**VAT** means value added tax within the meaning of the Value-Added Tax Consolidation Act 2010.

- 1.2. The Schedules referred to in this Agreement form an integral part of this Agreement, and references to this Agreement include reference to them.
- 1.3. Headings are inserted for convenience only and do not affect the construction of this Agreement.
- 1.4. All references in this Agreement to costs, charges or expenses include any value added tax or similar tax charged or chargeable on them.
- 1.5. Unless expressly stated in this Agreement or the context otherwise requires, in this Agreement:
  - 1.5.1. references to persons are deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, bodies corporate, trusts and investment funds (in each case whether or not having a separate legal personality) but references to individuals are deemed to be references to natural persons only;
  - 1.5.2. words importing the singular include the plural and vice versa and words importing the masculine include references to the feminine and neuter and vice versa;
  - 1.5.3. reference to writing or similar expressions includes transmission by facsimile or electronic means;

**TRADEMARK**