

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366649

<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>
Astrazeneca AB		12/15/2015	COMPANY: SWEDEN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elan Pharma International Limited		
<b>Street Address:</b>	Treasury Building		
<b>Internal Address:</b>	Grand Canal Street Lower		
<b>City:</b>	Dublin		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	COMPANY: IRELAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2693628	ENTOCORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2485668407		
<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>	2485668406		
<b>Email:</b>	tmdocketing@honigman.com		
<b>Correspondent Name:</b>	Anessa Kramer		
<b>Address Line 1:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	200407-381669		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Anessa Kramer		
<b>Address Line 1:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>NAME OF SUBMITTER:</b>	Anessa Kramer		
<b>SIGNATURE:</b>	/anessa kramer/		
<b>DATE SIGNED:</b>	12/21/2015		
<b>Total Attachments: 7</b>			

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DATED 15 December 2015

**TRADE MARK ASSIGNMENT**

between

**ASTRAZENECA AB**

and

**ELAN PHARMA INTERNATIONAL LIMITED**

THIS ASSIGNMENT is dated 15 December 2015

#### PARTIES

- (1) **ASTRAZENECA AB**, a company incorporated in Sweden, whose registered office is at Karlebyhus, Astraallén, Södertälje, SE-15185, Sweden (the "Assignor").
- (2) **ELAN PHARMA INTERNATIONAL LIMITED**, a company incorporated in Ireland (registered number 222276), whose registered office is at Treasury Building, Grand Canal Street Lower, Dublin 2, Ireland (the "Assignee").

#### BACKGROUND

- (A) The Assignor is the proprietor of the Trade Mark (as defined below).
- (B) By an Asset Purchase Agreement (as defined below), the Assignor agreed to assign certain intellectual property rights (the "Intellectual Property", as defined in the Asset Purchase Agreement) to the Assignee.
- (C) Pursuant to the Asset Purchase Agreement, the parties now wish to enter into this Assignment in order to assign the Trade Mark (which, amongst other things, forms part of the Intellectual Property) to the Assignee, in accordance with terms and conditions set out below.

#### IT IS AGREED AS FOLLOWS:

##### 1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this Assignment unless the context otherwise requires:

**Asset Purchase Agreement:** an asset purchase agreement dated 23 November 2015 between the Assignor and the Assignee.

**Product:** has the meaning given in the Asset Purchase Agreement.

**Trade Mark:** means the registered trade mark, short particulars of which are set out in the Schedule.

**Territory:** has the meaning given in the Asset Purchase Agreement.

- 1.2 In this Assignment, unless the context otherwise requires:

- (a) references to the singular include the plural and vice versa and reference to any gender includes the other genders;
- (b) references to the parties are to the parties to this Assignment;
- (c) references to any Clause or Schedule are to a clauses of or schedule to this Assignment, and references to this Assignment include the background recitals and the Schedule;
- (d) the headings do not affect the interpretation of this Assignment.

**2. ASSIGNMENT**

2.1 Pursuant to and for the consideration set out in the Asset Purchase Agreement, the Assignor hereby assigns and transfers to the Assignee absolutely:

- (a) all its rights, title and interest in and to the Trade Mark;
- (b) all its rights and powers arising or accrued in connection with the Trade Mark, including the right to sue for damages and other remedies in respect of any prior infringement of the Assignor's rights in or in respect of the Trade Mark and to retain any and all sums obtained through such actions and the right to apply for, prosecute and obtain protection (of whatever nature) throughout the Territory including the right to claim any priority therefrom with the intent that the grant of any such rights shall be in the name of and vest in the Assignee; and
- (c) the goodwill of the Assignor associated with the use of the Trade Mark in the Territory, to the extent exclusively relating to the Product.

**3. FURTHER ASSURANCE**

The Assignor shall execute such further documents, and take such actions and do such things, as may be reasonably requested by the Assignee and at the Assignee's cost, to give full effect to the terms of this Assignment.

**4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Assignment shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Assignment, provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act. No party may declare itself as a trustee of the rights under this Assignment for the benefit of any third party save as expressly provided in this Assignment.

**5. VARIATION**

No variation or amendment of this Assignment shall bind any of the parties unless made and agreed to in writing by duly authorised officers of each party.

**6. ENTIRE AGREEMENT**

This Assignment (including all the documents referred to in it) constitutes the entire agreement and understanding between the parties relating to the subject matter of this Assignment and supersedes any previous agreement, representations, negotiations or understanding relating to such matters and each party acknowledges that it shall have no cause of action against the other arising out of the same except in respect of any fraudulent misrepresentation made by either party.

**7. EXECUTION IN COUNTERPARTS**

This Assignment may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one

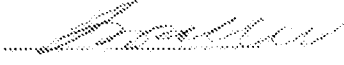
and the same instrument which shall only be deemed executed when counterparts executed by all the parties are delivered. Delivery for this purpose shall be deemed effective when any party confirms in writing (including by facsimile transmission) that he has executed any counterpart.

**8. LAW AND JURISDICTION**

- 8.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 8.2 Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

**EXECUTED AS A DEED** by the parties on the date which first appears in this Assignment.

Executed (but not delivered until dated) as a DEED by AstraZeneca AB (publ), a company incorporated in Sweden, by Jan-Olof Jacke, being a person who, in accordance with the laws of that territory, is acting under the authority of the company

Signature of Authorized Signatory: 

GIVEN under the common seal of  
ELAN PHARMA INTERNATIONAL LIMITED  
and delivered as a deed:

*Mary Sheahan*

Signature

MARY SHEAHAN

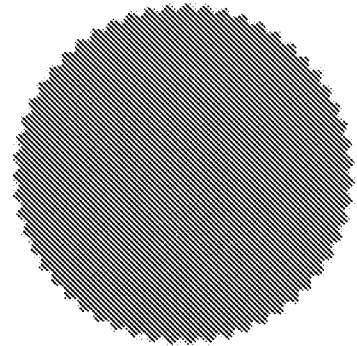
Print name

*Paul Kavanagh*

Signature

PAUL KAVANAGH

Print name





Schedule – Trade Mark

Country	Trademark Name	Logo	TM Kind	Convention	International classes	Status	Application Date	Application Number	Registration Date	Registration Number	Next renewal action name	Next renewal action date	Applicants/Owners
United States of America	ENTOCORT	N/A	Word	National Trademark	05	Registered	18-Mar-1999	75663155	04-Mar-2003	2693628	Next Renewal Due	04-Mar-2023	AstraZeneca AB