

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HORIZON PHARMA RHEUMATOLOGY LLC		03/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HORIZON THERAPEUTICS USA, INC.		
Street Address:	150 South Saunders Road		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4823992	CREALTA PHARMACEUTICALS	
Registration Number:	5909837	EVOLUTION OF GOUT	
Registration Number:	5459980	GOUT EXXCHANGE	
Registration Number:	4833793	CREALTA	
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		
Address Line 2:	Suite 3600		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Makiko Coffland		
SIGNATURE:	/Makiko Coffland/		
DATE SIGNED:	05/08/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (the “Assignment”), effective as of March 31, 2020 (the “Effective Date”), is between **HORIZON THERAPEUTICS USA, INC.**, a Delaware corporation with its principal place of business located at 150 South Saunders Road, Lake Forest, Illinois 60045 (“Assignee”), and **HORIZON PHARMA RHEUMATOLOGY LLC**, a Delaware limited liability company with its principal place of business located at 150 South Saunders Road, Lake Forest, Illinois 60045 (“Assignor”). Assignee and Assignor are sometimes referred to herein individually as a “party” and collectively as the “parties.”

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of March 31, 2020 (as it may be amended, restated or otherwise modified from time to time, the “Merger Agreement”), by and between Assignee and Assignor, the parties thereto have agreed to effect the merger of Assignor with and into Assignee, with Assignee as the surviving entity in such merger, upon the terms and subject to the conditions set forth in the Merger Agreement;

WHEREAS, pursuant to Article VI, Section A of the Merger Agreement, this Assignment will be duly executed and delivered by Assignor to Assignee; and

WHEREAS, Assignor is willing to assign all rights it may have in and to all Transferred IP (as defined below) 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.

(a) “Entity” means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), firm, society or other enterprise, association, organization or entity.

(b) “Governmental Body” means any: (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government or (ii) governmental or quasi-governmental authority of any nature including any governmental division, department, agency, commission, instrumentality, official, ministry, fund, foundation, center, organization, unit, body or Entity and any court, arbitrator or other tribunal.

(c) “Patents” means patents (including utility, utility model, plant and design patents, and certificates of invention), patent applications (including additions, provisional, national, regional and international applications, as well as original, continuation, continuation-in-part, divisionals, continued prosecution applications, reissues, and re-examination applications), patent or invention disclosures, registrations, applications for registrations and any term extension or other action by a Governmental Body which provides rights beyond the original expiration date of any of the foregoing.

(d) “Trademark” means any word, name, symbol, color, product shape, designation or device or any combination thereof that functions as a source identifier, including any trademark, trade dress, brand mark, service mark, trade name, brand name, product configuration, logo or business symbol, whether or not registered, and including applications for registrations.

2. Assignment. Effective as of the Effective Date, 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 (collectively, the “Transferred IP”):

- (a) all rights of Assignor under the Patents identified on **EXHIBIT A**;
- (b) all rights of Assignor under the Trademarks identified on **EXHIBIT B**; and
- (c) all copyrights and domain names.

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, the provisions set forth in the Merger Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Merger Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Merger Agreement, the provision in the Merger Agreement shall control.

(b) Governing Law. To the fullest extent permitted by law, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws.

(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, (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.

(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.

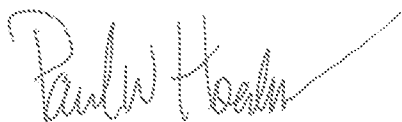
(g) Binding Agreement. This Assignment shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

[Signature Page Follows]

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

ASSIGNEE:

HORIZON THERAPEUTICS USA, INC.

By: 
Name: Paul Hoelscher
Title: EVP, Chief Financial Officer

ASSIGNOR:

HORIZON PHARMA RHEUMATOLOGY LLC

By: _____
Name: Timothy Walbert
Title: President, Chief Executive Officer

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

ASSIGNEE:

HORIZON THERAPEUTICS USA, INC.

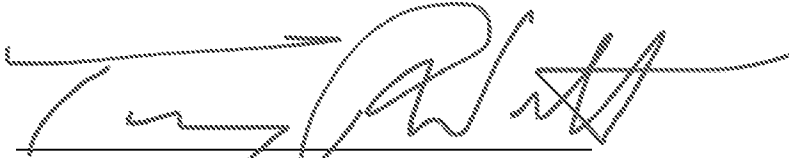
By: _____

Name: Paul Hoelscher

Title: EVP, Chief Financial Officer

ASSIGNOR:

HORIZON PHARMA RHEUMATOLOGY LLC

By:  _____

Name: Timothy Walbert

Title: President, Chief Executive Officer

EXHIBIT B

TRANSFERRED TRADEMARKS

Mark/Name	Country / Region	Case Type	Filing Type	Status	Registered Owner	Current App. Date	Current App. No.	Current Registration Date	Current Registration Number	Current Renewal Date
CREALTA	United States - (US)	Regular - (REG)	National - (NAT)	Registered - (G)	Horizon Pharma Rheumatology LLC - (126635)	9/18/2013	86/977,046	10/13/2015	4,833,793	10/13/2025
CREALTA PHARMACEUTICALS	United States - (US)	Regular - (REG)	National - (NAT)	Registered - (G)	Horizon Pharma Rheumatology LLC - (126635)	9/18/2013	86/976,925	9/29/2015	4,823,992	9/29/2025
EVOLUTION OF GOUT	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Registered - (G)	Horizon Pharma Rheumatology LLC - (126635)	9/14/2018	88/117,954	11/12/2019	5909837	11/12/2029
GOUT EXXCHANG E	Canada - (CA)	Regular - (REG)	National - (NAT)	Filed - (F)	Horizon Pharma Rheumatology LLC - (126635)	6/8/2017	1841662			
GOUT EXXCHANG E	United States - (US)	Intent-To-Use - (Z)	National - (NAT)	Registered - (G)	Horizon Pharma Rheumatology LLC - (126635)	12/9/2016	87/264,067	5/1/2018	5,459,980	5/1/2028
KRYSTEXXA	West Bank - (WBAN)	Regular - (REG)	National - (NAT)	Docket - (D)						1/15/2024
KRYSTEXXA	Russian Federation - (RU)	Regular - (REG)	National - (NAT)	Registered - (G)	Horizon Pharma Rheumatology LLC - (126635)	2/19/2009	2009703192	3/29/2010	404873	2/19/2029
KRYSTEXXA	South Africa - (ZA)	Regular - (REG)	National - (NAT)	Registered - (G)	Crealta Pharmaceuticals LLC - (126635)	8/11/2011	2011/19724	10/25/2013	2011/19724	8/11/2021
KRYSTEXXA	Liechtenstein - (LI)	Regular - (REG)	National - (NAT)	Registered - (G)	Crealta Pharmaceuticals LLC - (126635)	9/21/2011	2011-883	9/21/2011	16178	9/21/2021
KRYSTEXXA	Switzerland - (CH)	Regular - (REG)	National - (NAT)	Registered - (G)	Crealta Pharmaceuticals LLC - (126635)	8/22/2011	59558/2011	12/23/2011	624135	8/22/2021
KRYSTEXXA	Singapore - (SG)	Regular - (REG)	National - (NAT)	Registered - (G)	Horizon Pharma Rheumatology LLC - (126635)	2/18/2009	T0901651F	2/18/2009	T0901651F	2/18/2029