

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583579

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900548702		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HZNP LIMITED		07/15/2018	Company: IRELAND
RECEIVING PARTY DATA			
Name:	HZNP MEDICINES LLC		
Street Address:	H.P. House, 21 Laffan Street		
City:	Hamilton		
State/Country:	BERMUDA		
Postal Code:	HM 09		
Entity Type:	Limited Liability Company: BERMUDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3556292	PENNSAID	
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		
ATTORNEY DOCKET NUMBER:	HRZN-5-55142		
NAME OF SUBMITTER:	Makiko Coffland		
SIGNATURE:	/Makiko Coffland/		
DATE SIGNED:	06/29/2020		
Total Attachments: 4			
source=2018.07.15 HZNP Limited-55142_US Trademark Assignment Agreement_signed#page1.tif			
source=2018.07.15 HZNP Limited-55142_US Trademark Assignment Agreement_signed#page2.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of July 15, 2018 at 11:59 pm US Eastern Daylight Time (the "Effective Time"), by and between HZNP LIMITED, an Irish company with its principal place of business located at H.P. House, 21 Laffan Street Hamilton HM 09, Bermuda ("Assignor") and HZNP MEDICINES LLC, a Bermuda limited liability company, with its registered office at H.P. House, 21 Laffan Street Hamilton HM 09, Bermuda ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Reference is made to that certain Contribution Agreement, dated as of the date hereof, by and between Assignor and Assignee, pursuant to which Assignor has agreed to contribute certain assets and liabilities to Assignee (the "Contribution Agreement").

WHEREAS, Assignor is the owner of the trademark rights listed on Schedule 1 of this Agreement (the "Trademark Rights"); and

WHEREAS, Assignor desires to sell and transfer unto Assignee all of Assignor's rights, title and interest in and the goodwill associated with such Transferred Trademark Rights on the terms and subject to the conditions set forth in this Contribution Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

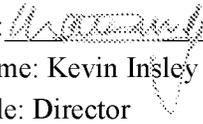
1. Conveyance. Effective as of the Effective Time, Assignor hereby assigns to Assignee all of Assignor's right, title and interest to the Trademark Rights in any country or region, together with the right (whether at law, in equity, by contract or otherwise) to enjoy or otherwise exploit any of the Trademark Rights, including the rights to sue for and remedies against past, present and future infringements or misappropriations of any Trademark Rights, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.
2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Trademark Rights. Assignor further authorizes the respective trademark office or governmental agency in each other jurisdiction to issue any and all trademarks or certificates of invention which may be granted upon any of the Trademark Rights in the name of Assignee, as the assignee to the entire interest therein.
3. Information and Assistance. Following the Effective Time, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such actions, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Agreement.

4. Successors and Assigns. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the Parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.
5. Counterparts. This Agreement 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 Agreement by portable document format (PDF) or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.
6. Section Headings. The section headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
7. No Waiver. No modification, waiver or termination of this Agreement shall be binding unless executed in writing by each of the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflicts or choice of law rule or principle (whether of the State of Delaware or any other jurisdiction) that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. If any legal proceeding or other legal action relating to this Agreement is brought or otherwise initiated, the venue therefor will be in the courts of the United States District Court for the District of Delaware, the Delaware Court of Chancery of the State of Delaware or, if the Delaware Court of Chancery declines jurisdiction, any other court of the State of Delaware, which will be deemed to be a convenient forum. Assignor and Assignee hereby expressly and irrevocably consent and submit to the jurisdiction of the state and federal courts in the State of Delaware.

[Signatures appear on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment Agreement as of the Effective Time.

**ASSIGNOR:
HZNP LIMITED**

By:  _____
Name: Kevin Insley
Title: Director

**ASSIGNEE:
HZNP MEDICINES LLC**

By:  _____
Name: Zoe Hanson
Title: Manager

SCHEDULE 1

TRADEMARK RIGHTS

Mark/Name	Country/Region	Application No / Registration No.
MIGERGOT	United States - (US)	1,508,914
PENNSAID	United States - (US)	3,556,292