

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premacure AB		11/24/2021	Corporation: SWEDEN
RECEIVING PARTY DATA			
Name:	Shire Human Genetic Therapies, Inc.		
Street Address:	300 Shire Way		
City:	Lexington		
State/Country:	MASSACHUSETTS		
Postal Code:	02421		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5043649	BEBRYSA	
Registration Number:	5044313	COZIPREM	
Registration Number:	3769767	PREMIPLEX	
Registration Number:	5044314	PREMVALO	
CORRESPONDENCE DATA			
Fax Number:	2127046288		
<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:	2127046125		
Email:	IPServicesNYC@troutman.com		
Correspondent Name:	Karl M. Zielaznicki, Esq.		
Address Line 1:	875 Third Avenue		
Address Line 2:	c/o IP Services NYC		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	255543.000019		
NAME OF SUBMITTER:	Karl M. Zielaznicki		
SIGNATURE:	/kmz/		
DATE SIGNED:	12/31/2021		
Total Attachments: 7			

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INTELLECTUAL PROPERTY LEGAL TITLE TRANSFER AGREEMENT

(PREMACURE)

THIS INTELLECTUAL PROPERTY LEGAL TITLE TRANSFER AGREEMENT (“Agreement”) is made and entered into effective as of 24 November 2021 (“Effective Date”) by and between:

PREMACURE AB, a company organized and existing under the laws of Sweden and Luxembourg and having a registered seat at Svardvagen IID, 182 33 Danderyd, Sweden and its effective place of management and control and central administration located at 1, rue Hildegard von Bingen, L-1282 Luxembourg, Grand-Duchy of Luxembourg (“Assignor”),

and

SHIRE HUMAN GENETIC THERAPIES, INC., a corporation incorporated under the laws of State of Delaware with a registered address at The Corporation Trust Company, Corporation Trust Center, 1209 Orange St, Wilmington, Delaware, U.S.A. (“Assignee”).

(Assignor and Assignee are collectively referred to as the “Parties” and individually referred to as “Party”)

RECITALS

- A. The Parties are wholly-owned subsidiaries of Takeda Pharmaceutical Company Limited, a Japanese public stock corporation (“Takeda”) and part of the Takeda group of companies (the “Group”).
- B. Following the acquisition of Shire Plc (“Shire”) on 8 January 2019 by Takeda, the Group is currently undergoing significant post-acquisition integration in order to rationalize and simplify the combined Group. As part of the post-acquisition restructuring it is proposed to align the ownership of intellectual property and commercialization rights for legacy Shire products with the Takeda operating model whereby certain global IP rights are held in the United States and associated commercialization rights are generally split between US rights (held by Assignor and other Takeda US affiliates) and ex-US rights (held by Takeda OUS affiliates) (the “IP Restructuring”).
- C. Assignor is the holder of legal title of the Intellectual Property (as defined herein).
- D. In connection with the IP Restructuring, Assignor wishes to transfer, convey and assign to Assignee, and Assignee desires to acquire and accept from Assignor, all legal title to the Intellectual Property (as defined herein) in accordance with the terms and conditions set forth herein.

The Parties hereby agree as follows:

Section 1 – Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 “Intellectual Property” shall mean any and all Patents, Know-How, Trademarks, inventions, trade secrets, and other intellectual and industrial property rights, intangible property rights, proprietary rights, together with all enhancements, improvements, modifications, translations, and adaptations thereof, whether registered or not, and all applications and registrations therefor, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Date.

1.2 “Know-How” shall mean any and all technical information, clinical information, know-how, processes, procedures, methods, computer programs (in source code and object code form), flow charts, drawings, formulae, specifications, designs, process technology, manufacturing requirements, and quality control standards, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Date.

1.3 “Patents” shall mean and include any and all (a) patents, patent applications, and patent disclosures, including all related divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof, and (b) all rights in and to any of the foregoing, whether registered or unregistered, which are owned by, licensed to, or otherwise acquired by Assignor as of the Effective Date, including, without limitation, the patents described in Exhibit A.

1.4 “Trademarks” shall mean the trademarks, brand names, trade names, service marks, trade dress, domain names, logos, copyrights to logos or pictorial depictions, designs, slogans, and similar designations, anywhere in the world, whether in word mark, stylized or design format, registered or unregistered, together with all goodwill associated therewith, and all applications and registrations therefor, which are owned by, licensed to, licensable by, or otherwise acquired by Assignor as of the Effective Date, including, without limitation, the trademarks and domain names described in Exhibit B.

Section 2 - Transfer, Conveyance, and Assignment of Intellectual Property

2.1 Assignor hereby transfers, conveys, assigns and agrees to deliver to Assignee, and Assignee hereby acquires and accepts from Assignor, all legal title to the Intellectual Property.

2.2 In furtherance of the transactions contemplated by Sections 2.1, the Parties agree to execute and deliver all instruments of transfer, conveyance and assignment as, and to the extent, necessary or convenient to evidence the transfer, conveyance and assignment by Assignor to Assignee of legal title to the Intellectual Property. The Parties contemplate that they may enter into one or more additional instruments of transfer with respect to the transfer of legal title to some of the Intellectual Property to be transferred from Assignor to Assignee to the extent necessary or convenient to comply with local legal or filing requirements. Any such instruments executed prior to the date hereof are hereby confirmed and ratified.

2.3 Upon Assignee’s request, Assignor (or its designee) shall deliver to Assignee or its designee all files, records, notes and correspondence with respect to the prosecution, registration and maintenance of legal title to the Intellectual Property.

2.4 For the avoidance of doubt, the Parties acknowledge that Assignee acquires ownership of legal title to the Intellectual Property subject to any and all existing licenses of the Intellectual Property granted by Assignor or Assignor’s predecessors in interest.

2.5 Assignee acknowledges and agrees that (a) Assignor is not making any representations or warranties, express or implied, with respect to the legal title to the Intellectual Property transferred pursuant to this Agreement or otherwise, (b) all such legal title to the Intellectual Property is being transferred on an “as is,” “where is” basis, and (c) Assignee will bear the risks that any conveyance will prove to be insufficient to vest in it good and marketable title to the Intellectual Property, free and clear of any security interest, pledge, lien, charge, claim or other encumbrance of any nature whatsoever.

2.6 The Parties acknowledge and agree that some of the transfers contemplated by this Agreement may not be effected on the Effective Date due to the inability of the Parties to obtain necessary consents or approvals or the inability of the Parties to take certain other actions necessary to effect such transfers. To the extent any transfers contemplated by this Agreement have not been fully effected on the Effective Date, Assignor and Assignee will cooperate and use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect such transfers as promptly as practicable following the Effective Date.

2.7 The Parties acknowledge and agree that the transfer of the Intellectual Property under Section 2.1 includes the assignment by Assignor to Assignee of the right to sue for or otherwise enforce past, present and future infringement claims with respect to the Intellectual Property.

2.8 Nothing in this Agreement will be deemed to require the transfer or assignment of title to any Intellectual Property by Assignor to Assignee to the extent that such transfer or assignment would cause forfeiture or loss of such Intellectual Property.

Section 3 - General Provisions

3.1 Further Assurances. The Parties will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

3.2 Governing Law. The laws of the State of Delaware, U.S.A., without reference to its principles of conflicts of law, shall govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

3.3 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

3.4 No Waiver. The failure by either Party to assert any of its rights hereunder, including, but not limited to, the right to terminate this Agreement due to a breach or default by the other Party, shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

3.5 Counterparts. This Agreement may be executed electronically in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument. The delivery of signed counterparts by

email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

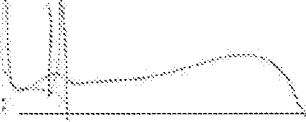
3.6 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties, their successors in interest and assigns.

3.7 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the final agreement between the Parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein are superseded by this Agreement. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute instruments of various kinds consistent with but in some cases duplicative of this Agreement in order to effect and/or document the transactions contemplated in this Agreement, in accordance with Section 2.2 above.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized and empowered officers and representatives as of the Effective Date first written above.

PREMACURE AB

By:  _____

Name: Erik Adam

Title: Authorized signatory

Date: 24 November 2021

SHIRE HUMAN GENETIC THERAPIES, INC.

By: Krista Fiedler

Name: Krista Fiedler

Title: Assistant Treasurer

Date: 24 November 2021

EXHIBIT A**PATENTS**

Country	Status	Filed Date	Application Number	Grant Date	Patent No.	Current Owners
Australia	Expired	2001-11-13	2002239560	2006-06-15	2002239560	Premacure AB
Austria	Expired	2001-11-13	EP01987331.4	2011-01-12	E495443	Premacure AB
Belgium	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
Cyprus (Republic of)	Expired	2001-11-13	EP01987331.4	2011-01-12	CY1111213	Premacure AB
Denmark	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
European Patent	Expired	2001-11-13	EP01987331.4	2011-01-12	1402266	Premacure AB
Finland	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
France	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
Germany (Federal Republic of)	Expired	2001-11-13	EP01987331.4	2011-01-12	60143858.2-08	Premacure AB
Greece	Expired	2001-11-13	EP01987331.4	2011-01-12	3074386	Premacure AB
Ireland (Republic of)	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
Italy	Expired	2001-11-13	EP01987331.4	2011-01-12	21567BE/2011	Premacure AB
Japan	Expired	2001-11-13	2008-59153	2012-09-21	5089443	Premacure AB
Japan	Expired	2001-11-13	2002-545565	2008-08-22	4173732	Premacure AB
Liechtenstein	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
Luxembourg	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
Monaco	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
Netherlands	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
Patent Cooperation Treaty	Expired	2001-11-13	PCT/US2001/47285			Premacure AB
Portugal	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
Spain	Expired	2001-11-13	EP01987331.4	2011-01-12	ES2355470	Premacure AB
Sweden	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
Switzerland	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
Turkey	Expired	2001-11-13	EP01987331.4	2011-01-12	TR201103503T4	Premacure AB
United Kingdom	Expired	2001-11-13	EP01987331.4	2011-01-12	EP1402266	Premacure AB
United States of America	Abandoned	2013-07-24	13/949,750			Premacure AB
United States of America	Expired	2007-04-18	60/923,963			Premacure AB
United States of America	Granted	2008-04-18	12/596,572	2013-08-27	8,518,877	Premacure AB
United States of America	Granted	2015-02-09	14/617,520	2016-10-11	9,463,222	Premacure AB
United Kingdom	Granted	2008-04-18	08779242.0	2014-09-18	2148695	Premacure AB
Switzerland	Granted	2008-04-18	08779242.0	2014-09-18	2148695	Premacure AB
Patent Cooperation Treaty	NatlPhase	2008-04-18	PCT/SE2008/050441			Premacure AB
Japan	Abandoned	2008-04-18	2013-189927			Premacure AB
Japan	Granted	2008-04-18	2010-504018	2014-01-10	5449134	Premacure AB
Germany (Federal Republic of)	Granted	2008-04-18	08779242.0	2014-09-18	602008034915.2	Premacure AB
France	Granted	2008-04-18	08779242.0	2014-09-18	2148695	Premacure AB
European Patent	Granted	2008-04-18	08779242.0	2014-09-18	2148695	Premacure AB
China	Granted	2008-04-18	200880012284.9	2014-11-05	ZL200880012284.9	Premacure AB

**EXHIBIT B
TRADEMARKS**

Mark Name	Country	Status	Filed Date	Application Number	Registration Date	Registration Number	Owners
BEBRYSA	European Union	Registered	2015-12-21	014943526	2016-04-25	014943526	Premacure AB
BEBRYSA	United States of America	Registered	2015-03-06	86555421	2016-09-20	5043649	Premacure AB
BEBRYSA	United Kingdom	Registered	2015-12-21	UK00914943526	2016-04-25	UK00914943526	Premacure AB
CIRCADIN	United Kingdom	Registered	2001-10-29	UK00902430734	2004-05-06	UK00902430734	Premacure AB
COZIPREM	European Union	Registered	2015-12-21	014943476	2016-04-25	014943476	Premacure AB
COZIPREM	United States of America	Registered	2016-01-04	86864430	2016-09-20	5044313	Premacure AB
COZIPREM	United Kingdom	Registered	2015-12-21	UK00914943476	2016-04-25	UK00914943476	Premacure AB
PREMIPLEX	European Union	Registered	2008-06-12	006983654	2009-01-16	006983654	Premacure AB
PREMIPLEX	United States of America	Abandoned	2008-06-12	77497147	2010-04-06	3769767	Premacure AB
PREMIPLEX	United Kingdom	Registered	2008-06-12	UK00906983654	2009-01-16	UK00906983654	Premacure AB
PREMVALO	European Union	Registered	2015-12-21	014943377	2016-04-25	014943377	Premacure AB
PREMVALO	United States of America	Registered	2016-01-04	86864442	2016-09-20	5044314	Premacure AB
PREMVALO	United Kingdom	Registered	2015-12-21	UK00914943377	2016-04-25	UK00914943377	Premacure AB
WINROP	European Union	Registered	2008-06-12	006983696	2009-01-16	006983696	Premacure AB
WINROP	United States of America	Cancelled	2008-06-12	77497148	2010-04-06	3769768	Premacure AB
WINROP	United Kingdom	Registered	2008-06-12	UK00906983696	2009-01-16	UK00906983696	Premacure AB