

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703597

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|---|--|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Shire Pharmaceuticals Ireland Limited | | 11/24/2021 | Private Limited Company: IRELAND |
| RECEIVING PARTY DATA | | | |
| Name: | Takeda Pharmaceuticals International AG | | |
| Street Address: | Thurgauerstrasse 130 | | |
| City: | Glattpark-Opfikon | | |
| State/Country: | SWITZERLAND | | |
| Postal Code: | 8152 | | |
| Entity Type: | Aktiengesellschaft (Ag): SWITZERLAND | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6399150 | SHIRE | |
| Registration Number: | 6200622 | SHIRE | |
| Registration Number: | 5086693 | SHIRE CARES | |
| Registration Number: | 3806139 | SHIRE | |
| Registration Number: | 2359302 | SHIRE | |
| Registration Number: | 2350502 | SHIRE | |
| 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 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Karl M. Zielaznicki, Esq. | | |

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|--|--------------------------------------|
| Address Line 1: | Troutman Pepper Hamilton Sanders LLP |
| Address Line 2: | c/o IP Services NYC |
| Address Line 4: | 875 Third Avenue New, NEW YORK 10022 |
| NAME OF SUBMITTER: | Karl M. Zielaznicki |
| SIGNATURE: | /kmz/ |
| DATE SIGNED: | 01/20/2022 |
| Total Attachments: 13 source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page1.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page2.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page3.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page4.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page5.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page6.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page7.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page8.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page9.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page10.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page11.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page12.tif source=Deed of Assignment between SPIL and TPIZ dated 24.11.21 (Notarised)#page13.tif | |

THIS DEED OF ASSIGNMENT is made on 24 November 2021 with an effective date of 1 October 2021.

BETWEEN:

- (1) **SHIRE PHARMACEUTICALS IRELAND LIMITED** a private company incorporated and registered in Ireland with company number 349143 having its registered office at Blocks 2 & 3, Miesian Plaza, 50-58 Baggot Street Lower, Dublin 2, (the "**Assignor**"); and
- (2) **TAKEDA PHARMACEUTICALS INTERNATIONAL AG**, a company organized and existing under the laws of Switzerland with registered number CHE-113.444.401 and with its registered address at Thurgauerstrasse 130, 8152 Glattpark Opfikon, Switzerland (the "**Assignee**").

BACKGROUND:

- (A) The Assignor and the Assignee are both wholly owned subsidiaries of Takeda Pharmaceuticals Company Limited and part of the Takeda Pharmaceuticals Company Limited group of companies which is undertaking an internal group reorganisation.
- (B) It has been agreed between the Assignor and the Assignee that the Assignor shall assign all of its right, title, interest and benefit in and to all of Assignor's trademarks to the Assignee on the Effective Date including, without limitation, those trademark applications and registrations listed on Schedule 1, any associated common law rights therein along with any and all goodwill in or relating to the same including with that portion of Assignor's business in connection with which Assignor had a *bona fide* intention to use any of the trademarks (the "**Trademarks**").
- (C) The Parties are entering into this Deed of Assignment to set out the terms of such assignment and for the purpose of recording this transfer to Assignee worldwide.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise specified, in this Deed:

"**Deed**" means this Deed of Assignment;

"**Dispute**" has the meaning given to it at Clause 3.6;

"**Effective Date**" means the 1 October 2021;

"**Parties**" means the Assignor and the Assignee and "**Party**" means either of them;

"**Proceedings**" has the meaning given to it at Clause 3.6; and

"**Trademarks**" has the meaning given to it at Background (B) above.

1.2 In this Deed, unless the context otherwise requires:

(a) a reference to:

(i) any Party includes its successors in title and permitted assigns;

(ii) a Clause, sub-clause, paragraph, sub-paragraph, or Schedule, unless otherwise specified, is a reference to a clause, sub-clause, paragraph, sub-paragraph of or Schedule to this Deed;

(iii) writing or similar expressions includes, unless otherwise specified, transmission by email; and

(iv) the singular includes the plural and *vice versa* and references to one gender includes all genders.

(b) The *ejusdem generis* principle of construction shall not apply to this Deed. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. ASSIGNMENT

For good and valuable consideration, the Assignor hereby assigns, transfers and conveys absolutely to the Assignee on the Effective Date, all of Assignor's worldwide right, title and interest in and to the Trademarks, any associated common law rights therein along with any and all goodwill in or relating to the same along with that portion of Assignor's business in connection with which Assignor had a *bona fide* intention to use any of the Trademarks, the same to be held by Assignee for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with the right to bring all causes of action (in law or equity), claims or demands relating to ownership and rights in and to the Trademarks including, without limitation, infringement, dilution, conversion or misappropriation actions along with the right to seek, recover and retain any damages.

2. FURTHER ASSURANCES

Each of the parties hereto shall execute, acknowledge and deliver such other documents and instruments and take such further actions as may be reasonably required or desired to carry out the provisions hereof and give effect to the transactions contemplated under this Assignment.

3. GENERAL

3.1 Notices

All notices to be given under this Deed shall be delivered to the address of the intended recipient as set out above and will be effective on actual receipt in legible form. Each party may change the address to which notices should be sent by giving notice to the other party.

3.2 Assignment

Neither party may assign its rights under this Deed without the written consent of the other party.

3.3 Counterparts

This Deed may be executed in any number of counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

3.4 **Illegality**

If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that (or any other) jurisdiction of any other term of this Deed.

3.5 **Governing law**

This Deed and any dispute 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 the laws of Ireland.

3.6 **Jurisdiction**

- (a) Each of the parties to this Deed irrevocably agrees that the courts of Ireland are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed ("**Dispute**") and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any proceeding, suit or action arising out of or in connection with this Deed ("**Proceedings**") shall therefore be brought in the courts of Ireland.
- (b) Each of the parties to this Deed irrevocably waives any objection to Proceedings in the courts referred to in sub-clause 3.6(a) above on the grounds of venue or on the grounds of *forum non conveniens*.

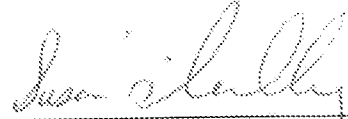
[Signature page follows]

IN WITNESS whereof this Deed has been executed and delivered as a deed by the parties hereto on the Effective Date.

GIVEN under the Common Seal of

SHIRE PHARMACEUTICALS IRELAND LIMITED

and **DELIVERED** as a **DEED**:



Director/Authorised Signatory

EXECUTED as a **DEED** by

**TAKEDA PHARMACEUTICALS
INTERNATIONAL AG :**

Authorised Signatory

Authorised Signatory

IN WITNESS whereof this Deed has been executed and delivered as a deed by the parties hereto on the Effective Date.

GIVEN under the Common Seal of

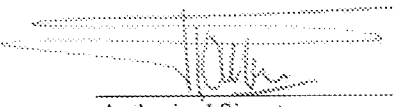
SHIRE PHARMACEUTICALS IRELAND LIMITED

and DELIVERED as a DEED:

Director/Authorised Signatory

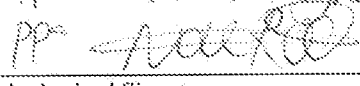
EXECUTED as a DEED by

TAKEDA PHARMACEUTICALS
INTERNATIONAL AG :



Authorised Signatory

Hugo Sauren
pro Authorised Signatory



Authorised Signatory

Naomi de Roo
Authorized Signatory

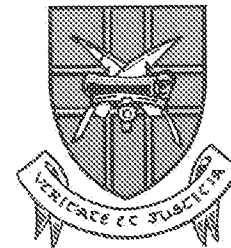
SCHEDULE 1

Trademarks

| Applicant | Application Type | Divided | Country | Status | Application Number | Filed Date | International Classes | Registration Date | Registration Number |
|---------------|----------------------------|---------------------------------------|---------------------|------------|--------------------|------------|-----------------------|-------------------|---------------------|
| Black Letters | International Registration | Shire Pharmaceuticals Ireland Limited | Vietnam | Registered | 1809287 | 2016-07-22 | 10,34 | 2016-07-22 | 4200267 |
| Black Letters | International Registration | Shire Pharmaceuticals Ireland Limited | Vietnam | Registered | 742527 | 2004-08-11 | 6 | 2004-08-11 | 143357 |
| Black Letters | International Registration | Shire Pharmaceuticals Ireland Limited | Yemen (Republic of) | Registered | 82330 | 2016-03-03 | 6 | 2017-03-23 | 75783 |
| Black Letters | International Registration | Shire Pharmaceuticals Ireland Limited | Yemen (Republic of) | Registered | 79782 | 2016-03-02 | 10 | 2017-03-23 | 75782 |
| Black Letters | International Registration | Shire Pharmaceuticals Ireland Limited | Yemen (Republic of) | Registered | 87078 | 2016-03-03 | 44 | 2017-03-23 | 75789 |
| Black Letters | International Registration | Shire Pharmaceuticals Ireland Limited | Yemen (Republic of) | Registered | 85506 | 2016-03-03 | 10 | 2017-03-23 | 75784 |
| Black Letters | International Registration | Shire Pharmaceuticals Ireland Limited | Yemen (Republic of) | Registered | 82838 | 2016-03-03 | 6 | 2017-03-23 | 75781 |
| Black Letters | International Registration | Shire Pharmaceuticals Ireland Limited | Yemen (Republic of) | Registered | 83307 | 2016-03-03 | 44 | 2017-03-23 | 75785 |



DECLAN C. HAYES
NOTARY PUBLIC
FOR THE COUNTY AND CITY OF DUBLIN,
AND COUNTIES KILDARE, MEATH AND WICKLOW
COMMISSIONED FOR LIFE



Arthur Cox Building
Ten Earlsfort Terrace
Dublin 2
Ireland
TELEPHONE:(01) 920 1545

TO WHOM ALL THESE PRESENTS SHALL COME, I DECLAN C. HAYES, Notary Public duly authorised, admitted and sworn and practising at Arthur Cox Building, Earlsfort Terrace in the County of the City of Dublin

DO HEREBY CERTIFY that the attached Deed of Assignment has been executed under the common seal of Shire Pharmaceuticals Ireland Limited, a company incorporated in Ireland with registered number 349143, and signed by Susan O'Reilly, Director.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my Official Seal this 10 day of December 2021, in the County of the City of Dublin.

DECLAN C. HAYES
NOTARY PUBLIC
Commissioned for Life

