

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAZZ PHARMACEUTICALS IRELAND LIMITED		05/09/2022	Corporation: IRELAND
RECEIVING PARTY DATA			
Name:	AXSOME MALTA LTD.		
Street Address:	Pinto Business Centre, Level 4		
Internal Address:	Office 4, Mill Street, Orme		
City:	Qormi		
State/Country:	MALTA		
Postal Code:	QRM 3104		
Entity Type:	a Malta limited company: MALTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5858787		
Registration Number:	5857817	SUNOSI	
CORRESPONDENCE DATA			
Fax Number:	4352521361		
<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:	(435) 252-1360		
Email:	bgonzalez@Mabr.com		
Correspondent Name:	Rachel Jacques / MASCHOFF BRENNAN		
Address Line 1:	1389 Center Drive		
Address Line 2:	Suite 300		
Address Line 4:	Park City, UTAH 84098		
DOMESTIC REPRESENTATIVE			
Name:	Rachel Jacques		
Address Line 1:	1389 Center Drive		
Address Line 2:	Suite 300		
Address Line 4:	Park City, UTAH 84098		
NAME OF SUBMITTER:	Rachel Jacques		

OP \$65.00 5858787

SIGNATURE:	/Rachel Jacques/
DATE SIGNED:	12/09/2022
Total Attachments: 5 source=Assignment_A3225#page1.tif source=Assignment_A3225#page2.tif source=Assignment_A3225#page3.tif source=Assignment_A3225#page4.tif source=Assignment_A3225#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “Assignment”) is entered into effective as of May 9, 2022, by and between **JAZZ PHARMACEUTICALS IRELAND LIMITED**, a corporation having its principal place of business at Waterloo Exchange, Waterloo Road, Dublin 4, Ireland (“Assignor”), and **AXSOME MALTA LTD.**, a Malta limited company (“Assignee”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Jazz Pharmaceuticals plc (“Jazz plc”) and Assignee are parties to an Asset Purchase Agreement, dated as of March 25, 2022 (the “Purchase Agreement”), pursuant to which Jazz plc has agreed to, among other things, cause the sale, conveyance, transfer, assignment and delivery to Assignee of Assignor’s right, title and interest in and to the Trademark Rights set forth on **Exhibit A** hereto (the “Specified U.S. Trademark Rights”), together with the goodwill of the business connected with the use thereof, and symbolized thereby, for consideration and upon the terms and conditions set forth in the Purchase Agreement; and

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, conveys, transfers, assigns and delivers (or Assignor will cause the Specified Affiliates to sell, convey, transfer assign and deliver) to Assignee all of Assignor’s right, title and interest to the registered Specified U.S. Trademark Rights (or the Specified U.S. Trademark Rights for which applications for registration have been filed), together with the goodwill of the business connected with the use thereof, and symbolized thereby, in any country or region, in, to and under respective registrations, together with any and all the right (whether at law, in equity, by contract or otherwise) to enjoy or otherwise exploit any Specified U.S. Trademark Rights, including the rights to sue for and remedies against past, present and future infringements or misappropriations of any Specified U.S. Trademark Rights, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.
2. Recordation. Assignor shall request the United States Patent and Trademark Office Commissioner for Trademarks 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 Specified U.S. Trademark Rights. Assignor shall further authorize the respective trademark office or governmental agency in each other jurisdiction to issue any and all trademarks which may be granted upon any of the Specified U.S. Trademark Rights in the name of Assignee, as the assignee to the entire interest therein.
3. Information and Assistance. Following the date hereof, 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 Assignment.

4. Successors and Assigns. This Assignment 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 Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterpart and such counterparts may be delivered by the parties hereto via facsimile or electronic transmission.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Specified U.S. Trademark Rights. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

8. No Waiver. No modification, waiver or termination of this Assignment shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Assignment 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.

9. Governing Law. This Assignment will be construed in accordance with, and governed in all respects by, the laws of the State of New York (without giving effect to principles of conflicts of law). If any Legal Proceeding or other legal action relating to this Assignment is brought or otherwise initiated, the venue therefor will be in New York, New York, which will be deemed to be a convenient forum. Purchaser and Seller hereby expressly and irrevocably consent and submit to the jurisdiction of the state and federal courts in the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement on the day and year first above written.

ASSIGNOR:

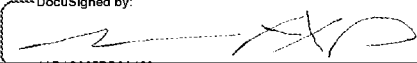
JAZZ PHARMACEUTICALS IRELAND LIMITED

By: Hugh Kiely
Name: Hugh Kiely
Title: Director

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement on the day and year first above written.

ASSIGNEE:

AXSOME MALTA LTD.

By 
Name: Nick Pizzie
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007914 FRAME: 0520

EXHIBIT A

Specified U.S. Trademark Rights

MARK	COUNTRY	STATUS	APP NO	FILING DATE	REG NO	REG DATE	CLASS & ID	OWNER
Abstract Bird Design	US	Registered	88/160,096	10/18/18	5858787	9/10/19	05-Pharmaceutical preparations acting on the central nervous system	Jazz Pharmaceuticals Ireland Limited
SUNOSI	US	Registered	87/151,190	8/25/16	5857817	9/10/19	05-pharmaceutical preparations acting on the central nervous system	Jazz Pharmaceuticals Ireland Limited