

Assignment of Patents

Dated: 07.02.2020, 2020

Parties

- (1) **Zealand Pharma A/S**, a public limited liability company registered under the laws of Denmark under company registration no. (CVR) 20 04 50 78, having its address at Sydmarken 11, DK-2860 Søborg, Denmark ("**the Assignor**")
- and
- (2) **ZP SPV 3 K/S**, a limited partnership incorporated under the laws of Denmark under company registration no. (CVR) 41 03 80 39, having its address at Sydmarken 11, DK-2860 Søborg, Denmark ("**the Assignee**")

Agreed terms

1. Definition

The following definitions and rules of interpretation apply in this Assignment.

Assigned Rights means the Patents and all the Intellectual Property Rights therein.

Intellectual Property Rights means the patents, rights to inventions and all other intellectual property rights, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Patents means the patents and patent applications, short particulars of which are set out in Schedule 1.

2. Assignment

For good and valuable consideration (receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights including (but not limited to):

- (a) The Patents;
- (b) The right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

3. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may be required for the purpose of giving full effect to this Assignment.

4. Counterparts

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.

This Assignment has been entered into on the date stated at the beginning of it.

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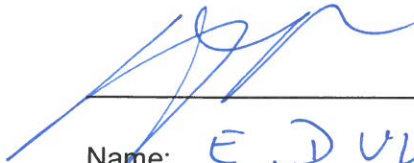
This Assignment has been entered into on the date stated at the beginning of it.

Schedule 1: Patents

Country/ Region	Application No.	Filing Date	Title
Europe	18158834.4	27 February 2018	COMPSTATIN ANALOGUES AND THEIR MEDICAL USES
Europe	18214949.2	20 December 2018	COMPSTATIN ANALOGUES AND THEIR MEDICAL USES
PCT	PCT/EP2019/054685	26 February 2019	COMPSTATIN ANALOGUES AND THEIR MEDICAL USES
Taiwan	108106905	27 February 2019	COMPSTATIN ANALOGUES AND THEIR MEDICAL USES
Europe	19193924.8	27 August 2019	INHIBITORS OF COMPLEMENT FACTOR C3 AND THEIR MEDICAL USES
Europe	19193925.5	27 August 2019	COMPSTATIN ANALOGUES AND THEIR MEDICAL USES

AS WITNESS this Assignment has been signed by the duly authorised representatives of the Parties the day and year first written above.

For and on behalf of **Zealand Pharma A/S**:

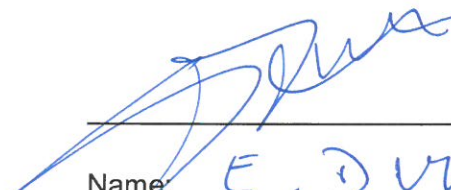


Name: E. D. Vlac
Title: CEO

Name:
Title:

For and on behalf of **ZP SPV 3 K/S**:

By ZP General Partner 3 ApS in its capacity as general partner of ZP SPV 3 K/S

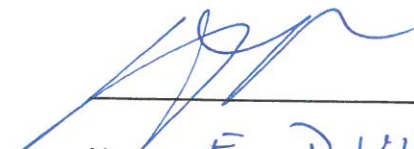


Name: E. D. Vlac
Title: Executive Manager

Name:
Title: Executive Manager

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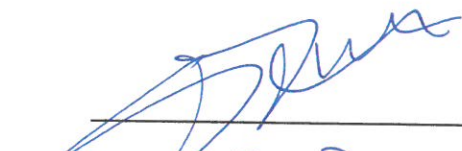


Name: E. D. Vlac
Title: CEO

Name:
Title:

For and on behalf of **ZP SPV 3 K/S**:

By ZP General Partner 3 ApS in its capacity as general partner of ZP SPV 3 K/S



Name: E. D. Vlac
Title: Executive Manager

Name:
Title: Executive Manager

AS WITNESS this Assignment has been signed by the duly authorised representatives of the Parties the day and year first written above.

For and on behalf of **Zealand Pharma A/S**:

Name:

Title:


Name: MATTHEW DAULT

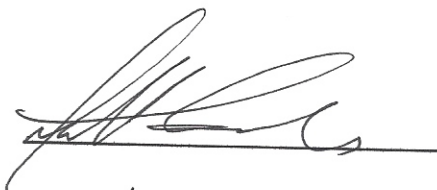
Title: CEO

For and on behalf of **ZP SPV 3 K/S**:

By ZP General Partner 3 ApS in its capacity as general partner of ZP SPV 3 K/S

Name:

Title: Executive Manager


Name: MATTHEW DAULT

Title: Executive Manager

Cesión de Patentes

De fecha: 07.02.2020, 2020

Partes

- (1) **Zealand Pharma A/S**, una sociedad de responsabilidad limitada pública registrada de conformidad con las leyes de Dinamarca bajo el registro de compañía (CVR) N.º 20 04 50 78, con domicilio social en Sydmarken 11, DK-2860 Søborg, Dinamarca ("**el Cedente**")

y

- (2) **ZP SPV 3 K/S**, una sociedad limitada constituida de conformidad con las leyes de Dinamarca bajo el registro de compañía (CVR) N.º 41 03 80 39, con domicilio social en Sydmarken 11, DK-2860 Søborg, Dinamarca ("**el Cesionario**")

Términos acordados

1. Definiciones

Las siguientes definiciones y reglas de interpretación se aplican en la presente Cesión.

Derechos Cedidos significa las Patentes y todos los Derechos de Propiedad Intelectual correspondientes.

Derechos de Propiedad Intelectual significa las patentes, los derechos de invenciones y todos los demás derechos de propiedad intelectual, incluyendo todas las solicitudes y derechos de solicitud y concesión de, renovaciones o extensiones de, y derechos para reclamar prioridad de, dichos derechos y todos los derechos similares o equivalentes o formas de protección que subsistan o subsistirán ahora o en el futuro en cualquier parte del mundo.

Patentes significa las patentes y solicitudes de patente, cuyos detalles particulares se detallan en el Anexo 1.

2. Cesión

Para una buena y valiosa contraprestación (cuya recepción y suficiencia se reconoce expresamente por el Cedente), el Cedente por la presente cede al Cedente absolutamente todos sus derechos, títulos e intereses en y para los Derechos Cedidos, incluyendo (sin limitación a):

- (a) Las Patentes;
- (b) El derecho a entablar, hacer, oponerse, defender, apelar procedimientos, reclamos o acciones y obtener reparación (y retener cualquier daño recuperado) con respecto a cualquier infracción, o cualquier otra causa de acción que surja de la propiedad, de cualquiera de los Derechos Cedidos ya sea que ocurran antes, durante o después de la fecha de la presente Cesión.

3. Seguridad adicional

Cada parte deberá, y realizará todos los esfuerzos razonables para conseguir que cualquier tercero necesario, ejecute dichos documentos y realice los actos que sean necesarios con el fin de dar pleno efecto a la presente Cesión.

4. Contrapartes

La presente Cesión puede ser ejecutada en cualquier número de contrapartes, cada una de las cuales, cuando sea ejecutada, constituirá una parte original duplicada, pero todas las contrapartes juntas constituirán el único acuerdo. Ninguna contraparte será efectiva hasta que cada parte haya ejecutado al menos una contraparte.

La presente Cesión ha sido formalizada en la fecha indicada al inicio de la misma.

Anexo 1: Patentes

País/ Región	Solicitud No.	Fecha de Presentación	Título
Europa	18158834.4	27 de febrero de 2018	ANÁLOGOS DE COMPSTATINA Y SUS USOS MÉDICOS
Europa	18214949.2	20 de diciembre de 2018	ANÁLOGOS DE COMPSTATINA Y SUS USOS MÉDICOS
PCT	PCT/EP2019/054685	26 de febrero de 2019	ANÁLOGOS DE COMPSTATINA Y SUS USOS MÉDICOS
Taiwán	108106905	27 de febrero de 2019	ANÁLOGOS DE COMPSTATINA Y SUS USOS MÉDICOS
Europa	19193924.8	27 de agosto de 2019	INHIBIDORES DEL FACTOR DEL COMPLEMENTO C3 Y SUS USOS MÉDICOS
Europa	19193925.5	27 de agosto de 2019	ANÁLOGOS DE COMPSTATINA Y SUS USOS MÉDICOS

EN TESTIMONIO DE LO CUAL, la presente Cesión ha sido firmada por los representantes debidamente autorizados de las Partes el día y año antes indicados.

Por y en nombre de **Zealand Pharma A/S**:

/firma/

Nombre: /nombre escrito en letra de imprenta/ Nombre:

Cargo: CEO

Cargo:

Por y en nombre de **ZP SPV 3 K/S**:

Por ZP General Partner 3 ApS en su calidad de socio general de ZP SPV 3 K/S

/firma/

Nombre: /nombre escrito en letra de imprenta/ Nombre:

Cargo: Gerente Ejecutivo

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Por y en nombre de **Zealand Pharma A/S**:

/firma/

Nombre:

Nombre: /nombre escrito en letra de imprenta/

Cargo:

Cargo: CEO

Por y en nombre de **ZP SPV 3 K/S**:

Por ZP General Partner 3 ApS en su calidad de socio general de ZP SPV 3 K/S

/firma/

Nombre:

Nombre: /nombre escrito en letra de imprenta/

Cargo: Gerente Ejecutivo

Cargo: Gerente Ejecutivo