
ASSET PURCHASE AGREEMENT

by and among

POZEN Inc.,

Aralez Pharmaceuticals Trading DAC

and

Nuvo Pharmaceuticals (Ireland) Limited

Dated as of September 18, 2018

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EXHIBITS

Exhibit A	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Form of Domain Name Transfer Agreement
Exhibit C	[Intentionally Omitted]
Exhibit D	Form of Patent Assignment Agreement
Exhibit E	Form of Trademark Assignment
Exhibit F	Form of Bidding Procedures Order
Exhibit G	Form of Bid Procedures
Exhibit H	Form of Approval Order
Exhibit I	Form of Interim DIP Financing Order

ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and executed as of September 18, 2018 (the “**Execution Date**”), by and among POZEN Inc., a Delaware corporation (“**Pozen**”), Aralez Pharmaceuticals Trading DAC, an Irish designated activity company (“**Aralez Ireland**,” and together with Pozen, “**Seller**”) and Nuvo Pharmaceuticals (Ireland) Limited, an Irish corporation (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller and certain of its Affiliates are engaged in the Product Business;

WHEREAS, on August 10, 2018 (the “**Petition Date**”) Seller and certain of its Affiliates (the “**U.S. Debtors**”) sought relief under Chapter 11 of Title 11, §§ 101 *et seq.*, of the United States Code (as amended, the “**Bankruptcy Code**”) by filing cases (the “**Chapter 11 Cases**” and the proceedings commenced by such filing, the “**Restructuring Proceedings**”) in the United States Bankruptcy Court for the Southern District of New York (the “**U.S. Bankruptcy Court**”);

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets and rights associated with the Product and the Product Business, upon the terms and conditions hereinafter set forth;

WHEREAS, the Purchased Assets and Assumed Liabilities are assets and liabilities of Seller which are to be sold and assumed pursuant to the Approval Order approving such sale pursuant to section 363 of the Bankruptcy Code, free and clear of all Encumbrances and Liabilities except Assumed Liabilities and Permitted Encumbrances, which order will include the authorization for the assumption and assignment of certain executory contracts and unexpired leases and liabilities thereunder under section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth herein and in accordance with other applicable provisions of the Bankruptcy Code;

WHEREAS, an Affiliate of Buyer, Nuvo Pharmaceuticals Inc. (“**Nuvo**”), will enter into the Canadian Purchase Agreement (as defined herein) simultaneously with the execution of this Agreement pursuant to which, among other things, Nuvo will agree to purchase all of the shares of Aralez Pharmaceuticals Canada Inc. (“**Aralez Canada**”) from an Affiliate of Seller, Aralez Pharmaceuticals Inc. (“**Parent**”), and Parent will agree to sell all of the shares of Aralez Canada to Nuvo;

WHEREAS, in connection with the entry into this Agreement, Buyer shall use commercially reasonable efforts to cause, within five Business Days of the date hereof, an aggregate amount equal to \$1,900,000 in cash to be deposited on its behalf as a “good faith deposit” (the “**Deposit**”) by wire transfer of immediately available funds to the Escrow Agent, to be held in escrow in accordance with the terms of the escrow agreement (the “**Deposit Escrow Agreement**”) entered into on the date hereof between and among Buyer, Seller and the Escrow Agent; and

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