

05-23-2000

FORM PTO-1595
(Rev. 8-93)

OMB No. 0651-0011 (exp. 4/94)

Tab settings: $\Rightarrow \Rightarrow \Rightarrow \nabla$ U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

451194-003

101364805

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Vectorpharma N.A., Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Eurand America, Inc.

Internal Address:

Street Address: 845 Center Drive

City: Vandalia State: OH ZIP: 45377

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger☐ Security Agreement ☐ Change of Name☒ Other Sale and Purchase Agreement

Execution Date: February 17, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/888,165

08/607,307

B. Patent No.(s)

5,068,111

5,215,752

5,008,114

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark P. Levy

Internal Address: Thompson Hine & Flory LLP

Street Address: 2000 Courthouse Plaza N.E.

P.O. Box 8801

City: Dayton State: Ohio ZIP: 45401-8801

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41)\$ 360.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

20-0809

(Attach duplicate copy of this page if paying by deposit account)

05/23/2000 JSHADAZZ 00000025 00000165

01 FC-581

360.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark P. Levy, Reg. No. 27,922

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 010785 FRAME: 0960

**4. Application number(s) or patent number(s)
(continued):**

B. Patent No.(s)

5,569,469

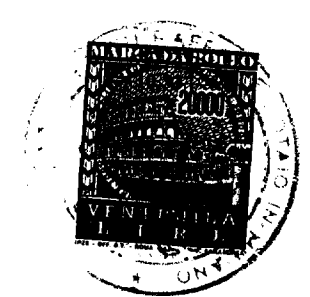
5,354,560

5,449,521

5,275,824

118870.1

(Doc. 1)



SALE AND PURCHASE AGREEMENT

BY AND BETWEEN

Eurand America, Inc. a company duly established and existing under US law, with office at 845 Center Drive, Vandalia, Ohio 45377-3129 (USA) represented by Mr. Gearoid Faherty in his capacity as Director and authorized signatory ("Eurand")

AND

Vectorpharma N.A., Inc. a company duly established and existing under the law of the state of California, USA, having an office of record c/o Recordati Corporation, 100 Commerce Drive, 07401 Allendale, NJ, represented by Mr. Walter Bevilacqua in his capacity as authorized signatory ("VENA")

(Eurand, and VENA are also collectively referred to as the "Parties")

WHEREAS

- A. VENA is a company engaged in the drug delivery industry and is the owner of certain assets as described in Clause 1 hereof (hereinafter, collectively, the "Assets");
- B. VENA is willing to sell, and Eurand is willing to purchase, the Assets according to the terms and conditions set forth herein.

NOW THEREFORE, the Parties agree as follows

1. SALE AND PURCHASE OF THE ASSETS

MH003675.046/2

Handwritten signature of Gearoid Faherty

Handwritten signature of Walter Bevilacqua

Handwritten signature of Walter Bevilacqua

DOTT. P. LEBANO - NOTAIO



VENA hereby sells and assigns to Eurand, and Eurand hereby purchases from VENA, the following Assets:

- 1.1.1 the patents, trademarks and registrations thereof and the patent and trademark applications as listed in Annex 1.1.1 hereto, as well as any and all rights pertaining thereto;
- 1.1.2 the licenses, sub-licenses and other agreements, contracts and commitments entered into or executed by VENA, as listed in Annex 1.1.2 hereto.

2. PRICE AND PAYMENT

- 2.1 The aggregate price to be paid by Eurand to VENA as consideration for the sale and transfer of the Assets (hereinafter the "Price") is Itl. 3,350,000,000 (three billion three hundred and fifty million Italian Lira).
- 2.2 The Price has already been paid by Eurand to VENA prior to the execution of this agreement and VENA hereby gives full receipt therefor.

3. FURTHER COVENANTS

- 3.1 The Parties shall execute and deliver any and all contract, agreement, document or declaration necessary or expedient to perfect the transfer and assignment of the Asstes from VENA to Eurand. Without limitation for the generality of the foregoing, the aforesaid shall include any and all documents or declarations to be executed with and/or delivered to the competent patent and trademark offices

4. COSTS, FEES AND TAXES

- 4.1 Each Party shall pay the costs and expenses (including, without limitation, fees and disbursements of counsels, financial advisors and accountants) incurred by it in connection with the entering into and completion of this Agreement and any other agreement or document executed pursuant hereto.
- 4.2 The fees, as well as the indirect tax or levy or fee associated with the transfer and assignment of the Assets shall be borne by Eurand.

5. GOVERNING LAW



5.1 This Agreement shall be governed by, and construed in accordance with, the laws of Italy.

6. ARBITRATION

- 6.1 The Parties shall make their best efforts and endeavours to settle amicably any disputes arising out from or in connection with the interpretation, validity or performance of this Agreement.
- 6.2 Any dispute arising between the Parties in connection with the interpretation, validity or performance of this Agreement which can not be amicably settled shall be submitted by any of the Parties hereto to the decision of a Panel of Arbitrators, which shall decide "according to the law" ("*secondo diritto*"). The proceedings shall be conducted in accordance with the applicable rules of the *Camera Arbitrale Nazionale ed Internazionale* of the Chamber of Commerce of Milano then in force.
- 6.3 Each Party shall designate an arbitrator, the Plaintiff in the request of arbitration and the Defendant in the reply to the request; the third arbitrator shall be appointed by contract of the 2 (two) Parties' arbitrators and shall act as the Chairman of the Board. Should the Defendant fail to designate its arbitrator within 20 (twenty) days from the receipt of the request of arbitration containing the appointment of the Plaintiff's arbitrator and/or should no agreement be reached within 20 (twenty) days from the appointment of the last of the two arbitrators as to the third arbitrator, then the missing arbitrator(s) shall be appointed by the Chairman of the *Camera Arbitrale Nazionale ed Internazionale* of the Chamber of Commerce of Milano.
- 6.4 The arbitration shall take place in Milano and shall be conducted in the Italian language; however, the Parties will have the right to submit documents originally written in English with no need for a translation into Italian. The Panel of Arbitrators shall render the judgement within 180 (one hundred and eighty) days from the date on which all the arbitrators have assumed their duties.
- 6.5 Any dispute relevant to this Agreement which, due to its particular nature, can not be subject to arbitration shall be brought by the Parties hereof to the exclusive jurisdiction of the Court of Milano.

Milan, 17 February 2000

Eurand America, Inc.

MI003675.046/2



Name: Gearoid Faherty

Title: Director

A large, stylized handwritten signature of Gearoid Faherty in black ink, positioned to the right of the name and title.

Vectorpharma N.A., Inc.

Name: Walter Bevilacqua

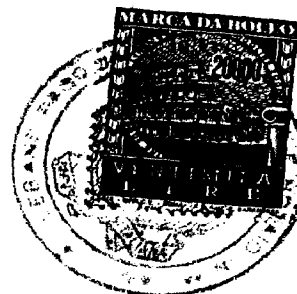
Title: Authorized signatory

A handwritten signature of Walter Bevilacqua in black ink, positioned below the name and title.

A large, stylized handwritten signature in black ink, located in the bottom right area of the page.



ANNEX I.1.1



VENA's patents

EC 1						
		Filed on	Number	Granted on	Number	Expires on
SA	US	17/03/89	07/324,736	26/11/91	5,068,111	26/11/2008
SA	US	12/08/91	07/746,230	01/06/93	5,215,752	01/06/2010
subject to Lien in favor of Friulia						
EC 2						
		Filed on	Number	Granted on	Number	Expires on
SA	US	28/11/88	07/276,489	16/04/91	5,008,114	16/04/2008
subject to Lien in favor of Friulia						
EC 3						
		Filed on	Number	Granted on	Number	Expires on
SA	US	09/03/93	08/028,214	29/10/96	5,569,469	11/10/2011
EC 4						
		Filed on	Number	Granted on	Number	Expires on
SA	US	30/01/92	07/827,496	11/10/94	5,354,560	11/10/2011
SA	US	28/02/94	08/203,034	12/09/95	5,449,521	12/09/2012
EC 5						
		Filed on	Number	Granted on	Number	Expires on
SA	US	03/12/90	07/620,651	04/01/94	5,275,824	04/01/2011

Water / Sei. Cognin

VENA's patent filings

EC 11						
		Filed on	Number	Granted on	Number	Expires on
IA	US	03/07/97	08/888,165			
EC 15						
		Filed on	Number	Granted on	Number	Expires on
IA	US	26/02/96	08/607,307			
IT		17/04/96	PCT/IB96/00492			
Canada	CA		2,218,486			
IT includes Canada and other countries. Only rights to Canada are VENA's						

any

[Handwritten signature]



ANNEX 1.1.2

licenses, sub-licenses and other agreements, contracts and commitments in connection with the Assets

Agreement to Terminate Joint Venture dated of 10 June 1999 between the Vectorpharma Parties, Eon Labs, Inc., and certain of its subsidiaries (the "Eon Parties")

License Agreement dated as of 10 June 1999 between VENA and Eon Labs Manufacturing Inc. ("Eon")

Verbal agreement in effect since 10 June 1999 between VIC and VENA, on one side, and VISPA, on the other, regarding the Intellectual Property:

Until said date, the subject matter was regulated by written contracts which were terminated with the execution of item 2. The current agreement provides as follows: (i) VISPA has a license under the Intellectual Property to conclude contracts with third parties and develop products; VIC and VENA honor such contracts as if their own; (ii) proceeds related to development activities accrue in full to VISPA; (iii) proceeds from royalties, up-front payments, or commercial exploitation, to the extent they are derived from or regard the U.S., Canada or Mexico, shall be shared between VISPA, on one side, and VIC or VENA, on the other, as the case may be, in a fair manner to be negotiated in each instance consistent with industry practice in similar cases.




I, undersigned, Pasquale Lèbano, Notary Public in Milan, registered as Notary Public in the District of Milan, certifies that, into the presence of

Mr. FAHERTY Gearoid, born in Galway on December 13th 1959, both domiciled in 845 Center Drive, Vandalia, Ohio 45377-3129 (USA), Manager, acting in his capacity of Director of the Company "Eurand America, Inc.", with registered office in 845 Center Drive, Vandalia, Ohio 45377-3129 (USA) - and

Mr. BEVILACQUA Walter, born in Milan on February 24th 1948, both domiciled in Milan, Via Sardegna n.23, Manager, in his capacity as authorized signatory of the Company "Vectorpharma N.A., Inc.", with registered office of record c/o Recordati Corporation, 100 Commerce Drive, 07401 Allendale, NJ - whose personal identity is known to me, have signed this document before me.

Milan, February 17th 2000

Pasquale Lèbano

Notary



APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Paese **ITALIA**

Il presente atto pubblico

2. è stato sottoscritto da **Pasquale LEBANO**
 3. agente in qualità di **Notaio in Milano**
 4. è segnato dal contrassegno/timbro di
sigillo notariale

Attestato

5. a **MILANO** 6. il **22/02/00**
 7. dall'ufficio del pubblico ministero
 8. sotto il numero **1728 AP**
 9. con il contrassegno **sigillo di stato**

10. Firma

[Signature]

Il Sost. Procuratore della Repubblica
(Dott.ssa Ada Rizzi)