

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
APR, LLC	07/08/2011
RECEIVING PARTY DATA	
Name:	Dr. Reddy's Laboratories New York, Inc.
Street Address:	200 Somerset Corporate Blvd., 7th Floor
City:	Bridgewater
State/Country:	NEW JERSEY
Postal Code:	08807-2862
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11055257
Patent Number:	6855704
CORRESPONDENCE DATA	
Fax Number:	(908)203-6515
Phone:	9082036504
Email:	patpros@drreddys.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Robert A. Franks
Address Line 1:	200 Somerset Corporate Blvd, 7th Floor
Address Line 4:	Bridgewater, NEW JERSEY 08807-2862
ATTORNEY DOCKET NUMBER:	APR 3.01-001
NAME OF SUBMITTER:	Robert A. Franks
Total Attachments: 5 source=APR Assignment#page1.tif source=APR Assignment#page2.tif source=APR Assignment#page3.tif source=APR Assignment#page4.tif source=APR Assignment#page5.tif	

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REEL: 027029 FRAME: 0627

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") dated July 8, 2011, by and between Dr. Reddy's Laboratories New York, Inc., a Delaware corporation (the "**Buyer**"), and APR, LLC, a Delaware limited liability company (the "**Seller**").

### WITNESSETH:

#### WHEREAS:

- (A) Buyer and Seller have entered into a development, intellectual property transfer and royalty agreement dated as of July 8, 2011 (the "**Royalty Agreement**"); and
- (B) The Royalty Agreement, among other things, contemplates the sale, transfer and assignment of certain Intellectual Property Rights and IP Licenses to Buyer as set forth in **Schedule A** attached hereto (the "**Royalty Agreement Transferred IP**"), in each case on the terms and subject to the conditions set forth therein.
- (C) Pursuant to a Bill of Sale and Assignment Agreement, dated as of the date hereof, effective as of the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to accept, all right, title and interest of Seller in and to the Royalty Agreement Transferred IP.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Effective as of the Closing, Seller transfers and assigns, and Buyer agrees to accept the transfer and assignment of, the entire right, title and interest in and to the Royalty Agreement Transferred IP, together with: (a) the inventions covered by and disclosed in the Royalty Agreement Transferred IP (b) any patent application(s) filed as a continuation, division, or continuation-in-part of any of the Royalty Agreement Transferred IP, any patents issuing therefrom, and reissues, reexaminations and extensions of any such patents; (c) any patent application(s) filed in relation to any inventions that are the subject of the invention disclosures within the Royalty Agreement Transferred IP; and (d) any foreign counterpart to the patent(s) and patent application(s) described above (including divisions, continuations, confirmations, additions, renewals or continuations-in-part of such patent applications), patents issuing therefrom and extensions thereof, together with the assignment of all income, royalties, damages, or payments due or payable (in each case to the extent relating to the Royalty Agreement Transferred IP) including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Royalty Agreement Transferred IP, with the right to sue for and collect such damages, for Buyer's own use and benefit and that of its successors, assigns, and other legal representatives. Seller does further consent to the recordation of this Assignment with any governmental agency.
2. Seller agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary or reasonably desirable to (a) fully secure to Buyer the right, title and interest conveyed herein and (b) for Buyer to secure registration in any of the Royalty Agreement Transferred IP and the right to secure any continuations, divisions, continuations-in-part, reexaminations, or extensions associated with the Royalty Agreement

Transferred IP, and to take such further actions as may be reasonably requested by Buyer in order to carry out the provisions and purposes of this Agreement.

3. This Agreement is subject in all respects to the terms and conditions of the Royalty Agreement. Nothing contained in this Agreement supersedes any of the obligations, agreements, representations, covenants or warranties of Buyer or Seller contained in the Royalty Agreement. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Royalty Agreement. In the event of any conflict between the Royalty Agreement and this Agreement, the provisions of the Royalty Agreement shall control.
4. This Agreement will be construed in accordance with Sections 17.4 and 17.11 of the Royalty Agreement. All capitalized terms used but not defined herein have the meanings ascribed to such terms in the Royalty Agreement.
5. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

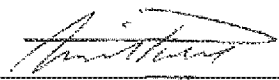
*[signature page follows]*

In witness whereof, this Intellectual Property Assignment Agreement has been duly executed and delivered by a duly authorized officer of each of the undersigned on and as of the date first above written.

DR. REDDY'S LABORATORIES NEW YORK, INC.

APR, LLC

By:

  
Name: Armit Patel  
Title: Sr. Vice President - Head  
NA Generics

By:

Name:  
Title:

[Signature Page to Intellectual Property Assignment Agreement]

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In witness whereof, this Intellectual Property Assignment Agreement has been duly executed and delivered by a duly authorized officer of each of the undersigned on and as of the date first above written.

DR. REDDY'S LABORATORIES NEW YORK, INC.

APR, LLC

By: \_\_\_\_\_

Name:

Title:

By:  \_\_\_\_\_

Name: CAMERON REID

Title: MANAGING MEMBER

{Signature Page to Intellectual Property Assignment Agreement}

**SCHEDULE A**

**Royalty Agreement Transferred IP**

1. U.S. Patent No. 6,855,704 (granted Feb. 15, 2005)
2. U.S. Non-Provisional Patent Application 11/055,257 (filed Feb. 10, 2005), published on July 28, 2005 as US 2005-0164998

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