

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Shionogi Inc.	08/24/2012
RECEIVING PARTY DATA	
Name:	Merz Pharmaceuticals, LLC
Street Address:	4215 Tudor Lane
City:	Greensboro
State/Country:	NORTH CAROLINA
Postal Code:	27410
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7638552
Patent Number:	7816396
Patent Number:	7091236
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ATTORNEY DOCKET NUMBER:	2010521-0004, 0005, 0006
NAME OF SUBMITTER:	Charles E. Lyon
Total Attachments: 5 source=Cuyposa - Patent Assignment (Executed)#page1.tif source=Cuyposa - Patent Assignment (Executed)#page2.tif source=Cuyposa - Patent Assignment (Executed)#page3.tif source=Cuyposa - Patent Assignment (Executed)#page4.tif source=Cuyposa - Patent Assignment (Executed)#page5.tif	

OP \$120.00 7638552

PATENT ASSIGNMENT

This Patent Assignment (this "Patent Assignment") is made effective as of August 24, 2012, by and between Shionogi Inc., a Delaware corporation ("Assignor") and Merz Pharmaceuticals, LLC, a North Carolina limited liability company ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), for the purchase by Assignee of the Transferred Assets including, without limitation, the U.S. patent registrations set forth on the attached Schedule A, incorporated herein by reference (collectively, the "Transferred Patents").

WITNESSETH that, for the consideration provided pursuant to the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, and delivers to Assignee all of Assignor's right, title and interest in, to and under the Transferred Patents.

Assignor does hereby assign, transfer and deliver to Assignee the entire right, title and interest of Assignor in and to the Transferred Patents and all reissues, reexaminations, and extensions thereof, and all enforcement rights with respect thereto, all said rights to be held and enjoyed by the Assignee to the full end of the term for which the Transferred Patents has been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Transferred Patents and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future letters patent, notices and any other communications and documents bearing on the Transferred Patents.

The rights and obligations of the parties will be governed by, and this Patent Assignment will be interpreted, construed and enforced in accordance with, the laws of the State of New York, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Each of the parties hereto covenants and agrees to do, execute, acknowledge and deliver, at the reasonable request of the other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the assignment contemplated by this Patent Assignment.

Should any part of this Patent Assignment for any reason be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Patent Assignment had been executed with the invalid portion eliminated; provided, that in the event of a declaration of invalidity, the provision declared invalid shall not be invalidated in its entirety, but rather shall be observed and performed by the parties to the extent such provision is valid and enforceable.

This Patent Assignment is subject to and limited by the terms and provisions of the Asset Purchase Agreement, and in the event of any conflict between this Patent Assignment and the Asset Purchase Agreement, the terms, provisions and limitations of the Asset Purchase Agreement shall control. Notwithstanding anything to the contrary in this Patent Assignment, nothing herein is intended to, nor shall it, enlarge, modify or otherwise alter the representations, warranties, rights, remedies, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

This Patent Assignment may be signed in any number of counterparts, including by facsimile copies or by electronic scan copies delivered by email, each of which will be deemed an original, and all of which will constitute one and the same instrument. Delivery of an executed counterpart signature page by facsimile or by electronic scan copies delivered by email is as effective as executing and delivering this Patent Assignment in the presence of the other party to this Patent Assignment. This Patent Assignment is effective upon delivery of one executed counterpart from each party to the other party.

This Patent Assignment may not be orally changed, modified or terminated, nor shall any oral waiver of any of its terms be effective. This Patent Assignment may be changed, modified or terminated only by an agreement in writing signed by the Assignor and Assignee.

This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Patent Assignment as of the date first written above.

ASSIGNOR:

SHIONOGI INC.

By: 

Name: John Keller, Ph.D.

Title: President and Chief Executive Officer

STATE OF New Jersey)

)ss.

COUNTY OF Morris)

On August 24, 2012, before me, the undersigned, a Notary Public in and for such State, personally appeared John Keller, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.



Roseann B. Brouck

Notary Public

My Commission expires on: April 22, 2015

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Patent Assignment as of the date first written above.

ASSIGNEE:

MERZ PHARMACEUTICALS, LLC

[Handwritten signature]
By: _____

Name: William D. Humphries
Title: Chairman and Manager

APPROVED AS TO
LEGAL FORM
LAW DEPT.
MERZ PHARMACEUTICALS, LLC.
[Handwritten initials]

STATE OF NC)

)ss.

COUNTY OF Guilford)

On August 20, 2012, before me, the undersigned, a Notary Public in and for such State, personally appeared William D. Humphries, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

Mary Kay Bennett

[SEAL]

Notary Public

My Commission expires on: 3/4/2017

MARY KAY BENNETT
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 3-4-2017

SCHEDULE A

PATENTS

United States Patent No. 7,638,552, issued December 29, 2009, entitled "Method for Increasing the Bioavailability of Glycopyrrolate."

United States Patent No. 7,816,396, issued October 19, 2010, entitled "Method for Increasing the Bioavailability of Glycopyrrolate."

United States Patent No. 7,091,236, issued August 15, 2006, entitled "Method for Increasing the Bioavailability of Glycopyrrolate."