

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2996592

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NOVARTIS AG	08/14/2014
RECEIVING PARTY DATA	
Name:	SEBELA INTERNATIONAL 2 LIMITED
Street Address:	21 LAFFAN STREET
Internal Address:	H.P. HOUSE
City:	HAMILTON
State/Country:	BERMUDA
Postal Code:	HM09
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5733569
Patent Number:	5759565
CORRESPONDENCE DATA	
Fax Number:	(404)541-2905
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	404-541-2900
Email:	ipdocket@thompsonhine.com
Correspondent Name:	ASHISH D. PATEL
Address Line 1:	10050 INNOVATION DRIVE
Address Line 2:	SUITE 400
Address Line 4:	DAYTON, OHIO 45342-4934
NAME OF SUBMITTER:	ASHISH D. PATEL
SIGNATURE:	/Ashish D. Patel/
DATE SIGNED:	08/26/2014
Total Attachments: 6	
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PATENT

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Assignment") is entered into and made effective this 14th day of August, 2014 ("Effective Date"), by and between Novartis AG, a corporation organized under the laws of Switzerland, having a place of business at Lichtstrasse 35, CH-4056 Basel, Switzerland ("Assignor"), and Sebela International 2 Limited, an Irish limited company having a place of business at H.P. House, 21 Laffan Street, Hamilton HM09, Bermuda ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of August 14, 2014 (the "Asset Purchase Agreement"), which provides, *inter alia*, for the assignment by Assignor to Assignee of all right, title and interest in and to certain "Transferred Patents" (as set forth on Schedule A hereto, and as defined in the Asset Purchase Agreement and the Schedules thereto) in the United States of America (inclusive of all 50 states and the District of Columbia), Puerto Rico, and all other territories and possessions of the United States of America (collectively, the "Territory");

WHEREAS, Assignor is the owner of all right, title, and interest in and to said Transferred Patents, including all inventions and discoveries claimed or otherwise disclosed therein, in the Territory; and,

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all right, title and interest in and to the Transferred Patents, and other rights as set forth herein, in the Territory.

NOW, THEREFORE, in consideration of the mutual promises and covenants and agreements contained herein and in the Asset Purchase Agreement, and for good and valuable consideration contained herein and in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Assignor hereby irrevocably assigns, sells, transfers, conveys and sets over unto Assignee, and Assignee hereby accepts, (a) all right, title and interest in and to the Transferred Patents (set forth on Schedule A hereto) in the Territory, (b) all right, title and interest in and to all inventions and discoveries claimed or otherwise disclosed in the Transferred Patents (such inventions and discoveries collectively hereinafter, the "Inventions"), in the Territory, (c) all right, title and interest in and to any and all provisionals, non-provisionals, continuations, continuations-in-part, requests for continuing examination, divisionals, substitutions, patents, reissues, reexaminations, registrations, revalidations, additions, certificates of correction, renewals and extensions, based on, or related to, or filed or which may be filed in connection with, said Transferred Patents and/or said Inventions, in each case, in the Territory, together with

the exclusive right to file and prosecute same directly in the name of Assignee, in the Territory, and to claim any and all priority rights in the Territory that are available under the patent laws of the Territory, the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Common Market Convention, or any other international convention or agrément or treaty, or domestic or foreign law or statute, as may be applicable (the rights, titles and interests of sub-sections (1)(a), (b) and (c), collectively hereinafter, the "Assigned Patent Rights"), and (d) all right, title and interest to sue or to bring any action or to assert any claim, whether at law or in equity, against any person(s) or entity(ies) in connection with any of the Assigned Patent Rights, including without limitation for past, present or future infringement, misappropriation, or other unauthorized use of any of the Assigned Patent Rights, to obtain injunctive relief, and to recover or collect royalties, damages, and profits, including without limitation for such infringement, misappropriation or unauthorized use of any of the Assigned Patent Rights; this Assignment being under covenant that full power to make the same is had by the Assignor.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks for the United States Patent and Trademark Office, and any such similarly situated official(s) in the Territory, to issue any and all patents resulting from any and all applications described herein, regardless of the form of said applications, to said Assignee, as Assignee of the entire right, title, and interest in and to the same for the Assignee's sole use, benefit, and behoof, and for the use and behoof of Assignee's legal representatives, to the full end of the terms for which any such patents may be granted, as fully and entirely as the same would have been held by the Assignor had this Assignment and sale not been made.

3. Assignor will do, and will cause to be done, all acts reasonably serving to assure that the Assigned Patent Rights shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been executed. Without limiting the generality of the foregoing, Assignor shall execute and deliver, and shall cause to be executed and delivered, to Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and in substance which may be requested by Assignee, furnish to Assignee all facts in Assignor's possession or control relating to the Assigned Patent Rights or the history thereof and any and all documents, photographs, models, samples or other physical exhibits in Assignor's possession or control which may be useful for establishing the facts of conception, disclosure or reduction to practice of any of the Assigned Patent Rights, and to testify in any proceedings relating to any such Assigned Patent Rights; all at the cost and expense of the Assignee.

4. Assignor hereby agrees to prepare, execute and deliver, or to cause to be prepared, executed and delivered, to Assignee such deeds, bills of sale, instruments of assumption, assignments, instruments of recordation, and other instruments, and take such other actions, in addition to those required by this Assignment, as Assignee may reasonably request in order to


effect the intent and purposes of this Assignment (including without limitation the implementation and recordation of the transactions as contemplated by this Assignment).

5. Modifications and amendments to this Assignment, including any schedule, exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of the parties. If any provision of this Assignment is declared void or unenforceable by a court of competent jurisdiction, such provision shall be modified to be enforceable in a manner that reflects the intent of the parties as set forth herein, and the other provisions of this Assignment shall remain in full force and effect. Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties. This Assignment may be executed in identical counterparts. This Assignment, including the rights and obligations hereunder, are freely assignable by Assignee in whole or in part. This Assignment will inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

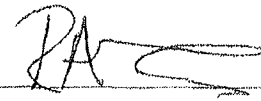
6. This Assignment shall in all respects be governed by, and construed and interpreted in accordance with, the laws of the State of New York without giving effect to any conflicts of law principles of such state that might refer the governance, construction or interpretation of this Assignment to the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, as of the Effective Date hereof.

NOVARTIS AG

By: 
Signature

Thierry Droz-Georget
Print Name
Head of Partnering
General Medicine & Mature Products
Position/Title

By: 
Signature

REBECCA WESTON
Print Name
Rebecca Weston
Senior Legal Counsel
Position/Title

State of _____

County of _____

On this, the ____ day of August, 2014, personally appeared before me, _____ and _____, who each acknowledged the execution of the foregoing instrument to be his/her free act and deed, made as a duly authorized representative of NOVARTIS AG.

Notary Public

SEAL

SEBELA INTERNATIONAL 2 LIMITED

By: [Signature]
Signature

SAMIRA SAYA
Print Name

DIRECTOR
Position/Title

Date, 14 August 2014

ISLANDS
State of BERMUDA

CITY
County of HAMILTON

On this, the 14th day of August, 2014, personally appeared before me,
SAMIRA SAYA, who acknowledged the execution of the foregoing
instrument to be his/her free act and deed, made as a duly authorized representative of Sebela
International 2 Limited.

[Signature]
Notary Public

Moniz & George Ltd.

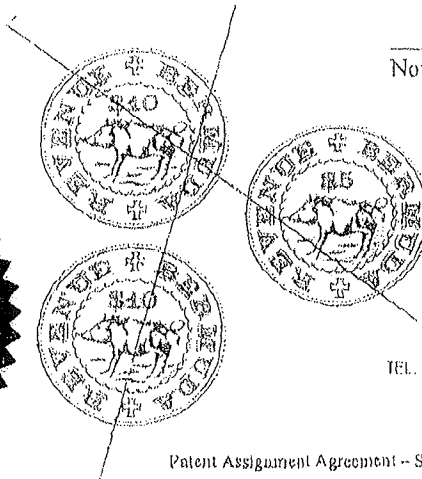
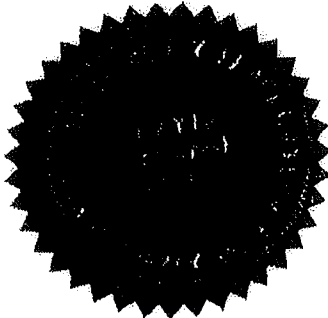
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SEAL



Patent Assignment Agreement -- Signature Page

Schedule A

<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>	<u>Abstract</u>
Patent 5,733,569	March 31, 1998	Galenic compositions comprising calcitonin and their use	Pharmaceutical compositions for nasal administration comprising i) a calcitonin, and ii) benzalkonium chloride, and/or iv) a surfactant, suitable for application to the nasal mucosa, in iii) a liquid diluent or carrier, suitable for application to the nasal mucosa. The compositions are suitably adapted for administration in the form of a nasal spray.
Patent 5,759,565	June 2, 1998	Galenic compositions comprising calcitonin and their use	Pharmaceutical compositions for nasal administration comprising i) a calcitonin, and ii) benzalkonium chloride, and/or iv) a surfactant, suitable for application to the nasal mucosa, in iii) a liquid diluent or carrier, suitable for application to the nasal mucosa. The compositions are suitably adapted for administration in the form of a nasal spray.