PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ARUNYA USAYAPANT	02/10/2015
DAVID BOWMAN	01/17/2015

RECEIVING PARTY DATA

Name:	FRESENIUS KABI USA, LLC
Street Address:	THREE CORPORATE DRIVE
City:	LAKE ZURICH
State/Country:	ILLINOIS
Postal Code:	60047

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	13252421
PCT Number:	US2011054703
Application Number:	61390046
Patent Number:	8962572

CORRESPONDENCE DATA

Fax Number:

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.

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NAME OF SUBMITTER: JONATHAN M. BLANCHARD SIGNATURE: /Jonathan M. Blanchard, Reg. No. 48,927/ DATE SIGNED: 02/25/2015	ATTORNEY DOCKET NUMBER:	FKA01_001_US
	NAME OF SUBMITTER:	JONATHAN M. BLANCHARD
DATE SIGNED: 02/25/2015	SIGNATURE:	/Jonathan M. Blanchard, Reg. No. 48,927/
	DATE SIGNED:	02/25/2015

Total Attachments: 4

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ASSIGNMENT

For good and valuable consideration, the receipt of which is acknowledged, we, the undersigned ASSIGNORS, sell, assign, and transfer, individually and together, to ASSIGNEE,

<u>Fresenius Kabi USA, LLC</u>, a company or corporation organized under the laws of the state of Delaware, USA, and having a place of business at Three Corporate Drive, Lake Zurich, IL, 60047, United States, and its successors and assigns,

all of ASSIGNORS' right, title and interest, throughout the entire United States and its territorial possessions and in all other countries, to the invention entitled:

Bortezomib Formulations.

This invention includes all improvements and may be found in one or more of the following documents:

- (a) US Provisional Application Serial No.: 61/390,046 , filed on October 05, 2010 ;
- (b) International Application Serial No.: PCT/US11/54703, filed on October 4, 2011;
- (c) US Patent Application Serial No.: 13/252,421, filed on October 4, 2011;
- (d) US Patent No.: 8,962,572, issued on February 24, 2015; and
- (e) any legal equivalent thereof in a foreign country.

Declaration under 37 C.F.R. The above-identified applications were made by us, the ASSIGNORS. We believe that we are the original inventors or original joint inventors of a claimed invention in the applications. We hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

The ASSIGNORS' right, title, and interest in the invention includes without limitation: all rights, privileges, and interests in the invention including any priority claims and ownership rights; all Letters Patent in the US and equivalent patents in any foreign country; any related provisional, utility, design, continuation, division, continuation-in-part, or like applications in the US or equivalent applications in any foreign country; any extension, conversion, substitute, restoration, reissue, reexamination, or equivalent applications and patents; and all rights under any International Convention for the Protection of Industrial Property or similar treaties.

ASSIGNORS represent and agree, individually and together, to the following:

- (1) We are the only inventors of this invention;
- (2) We have the full right to convey the entire right in this invention to the ASSIGNEE;
- We have not executed and will not execute any assignment, conveyance, transfer, sale, mortgage, license, encumbrance, or agreement regarding this invention with anyone other than ASSIGNEE;
- (4) We will provide all information and do all things reasonable and necessary for ASSIGNEE to secure the full rights and benefits of its interest in this invention;
- (5) We authorize the ASSIGNEE, its successors or assigns, to invoke and claim for any application for patent or other form of protection for this invention filed by the ASSIGNEE, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us;

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- (6) We will provide all pertinent facts, documents, and electronic files regarding this invention to ASSIGNEE as may be known and accessible to ASSIGNORS;
- (7) We will provide all papers, instruments, affidavits, documents, materials, and other information that may be required or desired by ASSIGNEE to apply for, obtain, maintain, issue, or enforce any patent in the U.S. or another country for this invention;
- (8) We will testify and provide evidence for use in any interference, opposition, reexamination, litigation, or other proceeding related to this invention in the U.S., any foreign country, or other jurisdiction; and
- (9) We, for ourselves, and our heirs, executors and administrators, will execute and deliver all patent applications, declarations, oaths, assignments, powers of attorney, and other documents to ASSIGNEE and will perform any other lawful acts, that may be deemed necessary by ASSIGNEE to secure its interest in this invention, without further consideration;
- (10) We consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said ASSIGNEE to claim the benefit of the right of priority provided by the International Convention which may be substituted for it; and

ASSIGNORS authorize, by the execution of this assignment, an attorney of record to insert into this assignment the serial number(s), filing date(s), patent number, and issue date when officially known. ASSIGNORS also authorize an attorney of record to insert into this document any further identification information necessary or desirable for the filing or recordation of this document.

ASSIGNORS request the U.S. Commissioner of Patents and Trademarks to issue Letters Patent of the United States, including any reissue or extension thereof, to the ASSIGNEE.

This Assignment is accepted and executed by the ASSIGNEE, Fresenius Kabi USA, LLC, on the latest date opposite the signature of the second r.

20 February 2015 DATE of Acceptance

Fresenius Kabi USA, LLC

By: Jack C. Silhavy

Title: Executive Vice President/Ceneral Counsel

STATE OF

COUNTY OF

) SS

On this 2015, before me personally came the above named <u>lack C</u> <u>Silhavy</u> who is personally known by me'dr proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment acceptance, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

TIMOTHY R CARLSON
OFFICIAL SEAL
Notary Public, State of Himon
My Commission Expires
September 25, 2017

Notary Public

Ay Commission Expires: 9-25-2017

This Assignment is executed by ASSIGNORS on the latest date opposite the signatures of ASSIGNORS.
Inventor's Signature DATE DATE
Inventor's Signature // DATE //
Arunya Usayapant
Inventor's Printed Name
STATE OF 1L SS COUNTY OF COOL SS
A 1) SS
COUNTY OF COOK
and the same Edward and and the
On this
be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she
executed the same of his/her own free will for the use and purposes therein set forth.
TIMOTHY R CARLSON OFFICIAL SEAL
Notary Public, State of Illinois My Commission Expires
September 25, 2017 Name Paris
My Commission Expires: <u>9-25-3-017</u>
Day James James 12, 2015
Inventor's Signature DATE
David Bowman
Inventor's Printed Name
STATE OF L)
course or lade.
COUNTY OF LAKE
On this 12th day of 4 2015, before me personally came the above named
David Bowman who is personally known by me or proved to me on the basis of satisfactory evidence to be
the same individual who executed the foregoing assignment, and who acknowledged to me that he/she
executed the same of his/her own free will for the use and purposes therein set forth.
TIMOTHY R CARLSON
OFFICIAL SEAL Notary Public, State of Illinois
My Commission Expires September 25, 2017 Notary Public 3 7 7 7 13

My Commission Expires: 9-25-2017

Witnesses:

1st Witness Name

(/ / //

2pd Wilness Name

Date: 2/20/2015

Date: <u>2/20/20/</u>5