

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3306466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WYNDEN PHARMACEUTICALS, INC.	05/15/2012
RECEIVING PARTY DATA	
Name:	NICHE PHARMACEUTICALS, INC.
Street Address:	580 COMMERCE STREET
Internal Address:	SUITE 100
City:	SOUTHLAKE
State/Country:	TEXAS
Postal Code:	76092
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14519823
CORRESPONDENCE DATA	
Fax Number:	(214)367-6001
<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>	
Email:	ipdocketing@kk-llp.com
Correspondent Name:	KLEMCHUK LLP
Address Line 1:	8150 NORTH CENTRAL EXPRESSWAY
Address Line 2:	10TH FLOOR
Address Line 4:	DALLAS, TEXAS 75206
ATTORNEY DOCKET NUMBER:	1659-1007
NAME OF SUBMITTER:	KIRBY B. DRAKE
SIGNATURE:	/Kirby B. Drake/
DATE SIGNED:	04/10/2015
Total Attachments: 3	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement") is made between Wynden Pharmaceuticals, Inc., a corporation organized in Delaware, with a principal place of business located at 580 Commerce Street, Suite 100, Southlake, Texas 76092 ("Assignor"), and Niche Pharmaceuticals, Inc., a corporation organized in the state of Delaware with a principal place of business located at 580 Commerce Street, Suite 100, Southlake, Texas 76092 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the U.S. and foreign patents and patent applications listed in Exhibit A to this Agreement, and is desirous of assigning all of its rights, including patent rights, to the patents, patent applications, and any patents that may issue therefrom (collectively, the "Patents"); and

WHEREAS, as set forth in the Repletion License Agreement between the parties, Assignor has agreed to assign and the Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Patents, including all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications, and also including all priority rights for patent applications foreign to the United States of America and the right to recover for any past, present, and future infringement of the Patents assigned herein; and

NOW, THEREFORE, for consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns without limitation to the Assignee and its successors and assigns for the territory of the United States of America and the entire world its entire right, title, and interest in and to the Patents, including all patent applications, patents, divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications, and all priority rights for patent applications and patents foreign to the United States of America. Assignor hereby assigns, transfers, and conveys to the Assignee and its successors and assigns the right to recover for any past, present, and future infringement of the Patents assigned herein as well as all rights in any inventions or improvements related to the Patents.

2. Assignor hereby authorizes and requests the Commissioner for Patents and any other relevant U.S. or foreign authority to record the transfer of ownership of the Patents to the Assignee.

3. Assignor agrees to execute all papers and to perform such other proper acts as the Assignee may deem necessary to secure for the Assignee or its designee the rights herein assigned, including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any

other papers in connection therewith necessary to perfect such rights, title, and interests in the Assignee, its successors, assigns, and legal representatives.

4. Assignor agrees to communicate with the Assignee, or its successors, assigns, and legal representatives, any facts known to it respecting any improvements and, when requested, without charge to but at the expense of the Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisionals, continuations, continuations-in-part, renewals, reissues, or substitute applications, make all lawful oaths, and generally do everything possible to vest title in the Assignee and to aid the Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Patents in all countries.

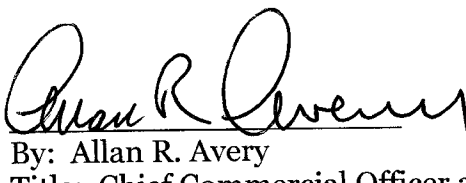
5. Assignor represents and warrants that at the time of execution and delivery of this Agreement: (a) all the information contained in Exhibit A herein is correct; and (b) it exclusively owns all rights in the Patents without any encumbrances, except that which is owned by Assignee, and that it has lawful authority to transfer the same in the manner set forth herein.

6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective May 15, 2012.

ASSIGNOR

Wynden Pharmaceuticals, Inc.



By: Allan R. Avery

Title: Chief Commercial Officer and Executive Vice President

Date: 5-15-2012

EXHIBIT A

Country	Application No.	Title
U.S	11/123,285	Method for Treatment of Magnesium and Potassium Deficiencies
U.S.	12/467,883	High-Loading, Controlled-Release Magnesium Oral Dosage Forms and Methods of Making and Using Same
China	200980128340.X	High-Loading, Controlled-Release Magnesium Oral Dosage Forms and Methods of Making and Using Same
Hong Kong	11112048.4	High-Loading, Controlled-Release Magnesium Oral Dosage Forms and Methods of Making and Using Same
Taiwan	98116626	High-Loading, Controlled-Release Magnesium Oral Dosage Forms and Methods of Making and Using Same