

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3644128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
ADDS PHARMACEUTICALS LLC	09/15/2015
RECEIVING PARTY DATA	
Name:	SINOTHERAPEUTICS INC.
Street Address:	99 HAIKE ROAD
Internal Address:	BLDG. 3, 1ST & 2ND FLR.
City:	PUDONG NEW DISTRICT, SHANGHAI
State/Country:	CHINA
Postal Code:	201210
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8343978
CORRESPONDENCE DATA	
Fax Number:	
<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:	abennett@panitchlaw.com
Correspondent Name:	WEIHONG HSING
Address Line 1:	2005 MARKET STREET
Address Line 2:	SUITE 2200
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	209671.5002
NAME OF SUBMITTER:	WEIHONG HSING
SIGNATURE:	/Weihong Hsing/
DATE SIGNED:	12/04/2015
Total Attachments: 4	
source=00815919#page1.tif	
source=00815919#page2.tif	
source=00815919#page3.tif	
source=00815919#page4.tif	

专利权独占许可合同书

甲方：ADDS Pharmaceuticals LLC

乙方：上海宣泰医药科技有限公司

甲乙双方在平等互利的基础上，就甲方特许乙方独占使用甲方发明专利“FAST ONSET ORODISPERSABLE TABLETS”（以下简称本专利，专利号：US8,343, 978），特签订本合同。

一、甲方权利、责任与义务

1、甲方特许乙方独占使用本专利，甲方不得再特许第二家使用本专利，且甲方（权利人）也不得在独占许可期间使用本专利，如有违约，将负责赔偿给乙方所带来的一切经济损失。

2、甲方有权监督乙方使用许可专利的商品质量，如发现有商品低劣、滥用许可专利，甲方有权对许可专利进行撤销。

3、乙方定期向专利局交纳本专利法律保护费。

4、甲方有义务向乙方提供有关专利文件，有技术上的更新及时通知乙方。

二、乙方权利、责任与义务

1、乙方享有自2016年1月1日至2026年1月1日独占使用本专利使用权。合同期满，如需延长使用时间，由甲、乙双方另行续订许可合同。

2、乙方必须按国家行业标准法进行生产加工，保证其商品质量，严禁滥用一切手段搞不正当竞争，用低劣产品混淆、误导消费者。

3、乙方经营必须合法。

三、专利权独占许可费：无偿使用。



四、在本合同书有效期内，甲乙双方应认真履行各自的义务。若甲方违约，甲方须赔偿此造成的一切经济损失。若乙方违约，甲方有权终止本合同，并追究乙方此所造成的一切经济损失。

五、本合同书自签字盖章后在有效期内对甲乙双方均有法律约束力。如有争议，甲乙双方应友好协商。

六、本合同书未尽事宜，甲乙双方可经协商同意后签订补充协议，补充协议与本协议具有同等法律效力。

七、本合同书一式八份，四份交国家知识产权局备案，甲乙双方各持二份，双方签字盖章后生效。

甲方签章：(签章)

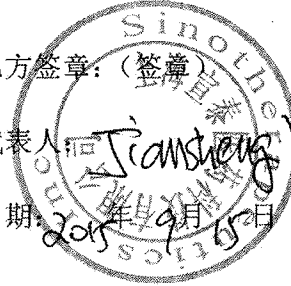
代表人：王正本

日期：2015年9月15日

乙方签章：(签章)

代表人：Jianzhong Wan

日期：2015年9月15日



Contract for Patent Exclusive License

By and between

Party A: ADDS Pharmaceuticals LLC

Party B: Sinotherapeutics Inc.

WITNESSETH

WHEREAS, Party A grants to Party B an exclusive license to use Party A's invention patent "FAST ONSET ORODISPERSABLE TABLETS" (hereinafter referred to as "This Patent"; Patent No.: US8,343, 978);

NOW THEREFORE, in consideration of the basis of equality and mutual benefits, both Parties hereto agree to enter into this Contract as below:

§1 Rights, Liabilities and Obligations of Party A

1. Party A grants to Party B an exclusive license to use This Patent and shall not grant any licenses to any third party to use This Patent, and Party A, as the patent owner, shall refrain from using This Patent during the exclusive license term. In the event of a breach of This Contract, Party A shall compensate Party B for all and any economic losses incurred to it thereby.
2. Party A is entitled to supervise the quality of the patent licensed products of Party B. If there is any inferior quality of the licensed products or any abuse of the licensed patent, Party A is entitled to revoke the patent exclusive license.
3. Party B shall regularly pay the annual fee of This Patent to the State Intellectual Property Office of China.
4. Party A is obliged to provide Party B with related patent documents and shall forthwith notify Party B of any technology update if any.

§2 Rights, Liabilities and Obligations of Party B

1. Party B is entitled to exclusively use This Patent from January 1st, 2016 to January 1st, 2026. Upon expiration of this Contract, Party A and Party B may renew another license contract if the license needs to be extended.
2. Party B shall process and manufacture the licensed products in accordance

with the State Industrial Standards and guarantee the quality of the licensed products. Party B shall not conduct any unfair competition by any means and shall not cause confusion to consumers or mislead them as to the origin or the quality of the licensed products.

3. Party B shall operate legally.

§3 Royalty: free.

§4 During the term of this Contract, Party A and Party B shall conscientiously perform their respective obligations. If Party A defaults, Party A shall compensate Party B for all and any economic losses incurred to it thereby. If Party B defaults, Party A is entitled to terminate this Contract and seek the compensation by Party B for all and any economic losses incurred to it thereby.

§5 This Contract will be binding upon both Parties after it is signed and sealed by both Parties. Any disputes arising from or in connection with This Contract shall be settled through friendly negotiation between both Parties.

§6 Anything not covered hereto may be negotiated and agreed upon between both Parties in the form of a supplementary agreement, which shall have the same legal effects as this Contract.

§7 This Contract is made in eight copies with the same validity, four copies to be submitted to the State Intellectual Property Office of China for record, two copies to be held by each Party.

This Contract shall come into effect after it is signed and sealed by both Parties.

Party A: (sign and seal)

Party B: (sign and seal)

Representative:

Representative:

Date:

Date: