

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3659442

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BANNER LIFE SCIENCES LLC	12/01/2015
RECEIVING PARTY DATA		
Name:	BIONPHARMA HEALTHCARE LLC	
Street Address:	600 ALEXANDER RD.	
Internal Address:	SUITE 2-4B	
City:	PRINCETON	
State/Country:	NEW JERSEY	
Postal Code:	08540	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	12574215
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>		
Phone:	(202) 739-3000	
Email:	patents@morganlewis.com, ellen.paul@morganlewis.com	
Correspondent Name:	MORGAN, LEWIS & BOCKIUS LLP	
Address Line 1:	1111 PENNSYLVANIA AVENUE, NW	
Address Line 2:	ATTN: PATENT DOCKETING	
Address Line 4:	WASHINGTON, D.C. 20004	
ATTORNEY DOCKET NUMBER:	BION-12574215	
NAME OF SUBMITTER:	STEPHEN L. ALTIERI	
SIGNATURE:	/Stephen L. Altieri/	
DATE SIGNED:	12/15/2015	
Total Attachments: 5		
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “Assignment”) , dated as of December 1, 2015 (the “Effective Date”), by and between Banner Life Sciences LLC, a Delaware limited liability company (“Assignor”) and Bionpharma Healthcare LLC, a Delaware limited liability company (“Assignee”) (each, a “Party” and collectively, the “Parties”). Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, the Parties have entered into that certain Purchase Agreement, dated November 7, 2015, (the “Purchase Agreement”); and

WHEREAS, in contemplation of the Purchase Agreement, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor’s right, title, and interest in and to the patents and patent applications set forth on Schedule A hereto (collectively, the “Assigned Patents”).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements of the Parties set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Conveyance. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the invention(s) disclosed in and protected by the Assigned Patents and in and to all letters patent(s) and equivalents thereof having been or to be obtained for said invention in all countries by the application(s) or any continuation, continuation-in part, division, renewal, extension, substitute, or equivalent thereof, as well as to any reissue, reexamination, patent term restoration, or equivalent thereto. Such rights include the right of Assignor to claim priority from the Assigned Patents.

2. Cooperation. Assignor will, at Assignee’s cost, promptly execute and deliver to Assignee or its legal representative(s) any and all papers, instruments, or declarations reasonably required by Assignee and required to apply for, obtain, maintain, issue, and enforce said application(s), said invention(s), said letters patent(s), and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof. Assignor will cooperate with Assignee with respect to preparing instruments to record Assignee as the owner of the Assigned Patents in the United States Patent and Trademark Office and any other applicable foreign Governmental Entity or registrar, in each case in form and substance in accordance with the applicable Laws of the jurisdiction to which such instrument pertains, and Assignee shall have the right to record such instrument with the applicable Governmental Entity or registrar, in each case at Assignee’s sole cost and expense. Notwithstanding anything to the contrary in any such instrument, to the extent of any conflict or inconsistency between this Assignment and such instrument, this Assignment shall control. For clarity and without limiting the foregoing, any such instrument may or may not refer to this Assignment, the Purchase Agreement or any other

Transaction Agreement or include disclaimers, limitations or exceptions with respect to the Assigned Patents or the assignments thereof and may be dated as of, before or after the Effective Date.

3. No Conflict. Nothing contained in this Assignment is intended to, shall or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the rights, remedies or obligations of Assignor or Assignee under the Purchase Agreement or any other Transaction Document.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Parties hereto.

5. Counterparts. This Assignment may be executed in any number of counterparts, including by means of facsimile, each of which when executed shall be deemed to be an original copy of this Assignment and all of which taken together shall constitute one and the same agreement.

6. Headings. The headings and captions contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

7. Governing Law. This Assignment shall be governed by the laws of the State of Delaware, its rules of conflict of laws notwithstanding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

BANNER LIFE SCIENCES LLC

By: [Signature]
Name: Jason Conner
Title: Secretary

In the presence of:

[Signature]
Name: Irene Irving

Address: 4813 Emperor Blvd
Durham, NC 27703
Date: 12/1/2015
Place of Execution:

Durham, NC

[Signature]
Name: John Doyle

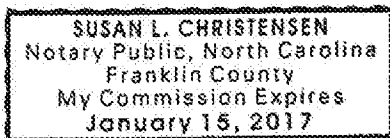
Address: 4813 Emperor Blvd
Durham NC 27703
Date: 12/1/2015
Place of Execution:

Durham, NC

THE STATE OF NORTH CAROLINA

County of Durham

This instrument was executed before me on this 1st day of December, 2015, by Jason Conner, the Secretary (title) of Banner Life Sciences LLC, a Delaware limited liability company, on behalf of said company.



Susan L. Christensen
Notary Public in and for Franklin County and
The State of North Carolina

Susan L. Christensen
Printed or Typed Name of Notary

My commission expires 1-15-2017

Acknowledged and Accepted:

ASSIGNEE:

BIONPHARMA HEALTHCARE LLC

By: [Signature]
Name: VENKAT KRISHNAN
Title: CEO

In the presence of

P. Phani Prasad

Name: PHANINDRANATH PUNJI

Address: 600, Alexander Road,
Princeton, NJ 08540

Date:

Place of Execution: PRINCETON, NJ

[Signature]
Name: JONES SJ MEDWALL

Address: 20 NOEN ST.
JARVIS, MA 01860

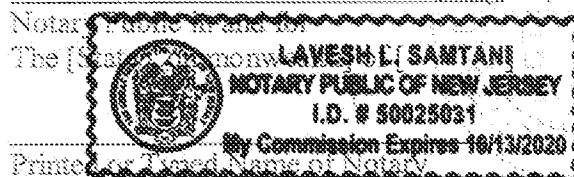
Date:

Place of Execution: PRINCETON, NJ

THE [STATE/Commonwealth/COUNTRY] OF [NJ]

County of MIDDLESEX

This instrument was executed before me on this 1ST day of DECEMBER, 15, by VENKAT KRISHNAN the CEO (title) of Bionpharma Healthcare LLC, a Delaware limited liability company, on behalf of said company.



My commission expires 10/13/2020

Signature Page to Patent Assignment

Schedule A

Schedule of Assigned Patents and Patent Applications

Jurisdiction	Title	App. No./ App. Date	Patent No. /Issue Date	Owner	Status
United States	IBUPROFEN-CONTAINING SOFTGELS	09/389,003 (Sept. 2, 1999)	6,251,426 (Jun. 26, 2001)	Banner Life Sciences LLC	Issued
United States	IMMEDIATE RELEASE SOLUBLE IBUPROFEN COMPOSITIONS	62/127,002 (Mar. 2, 2015)		Banner Life Sciences LLC	Pending
United States	STABLE SOLUTIONS OF ORLISTAT FOR PHARMACEUTICAL DOSAGE FORMS	12/574,215 (Oct. 6, 2009)	8,309,107 (Nov. 13, 2012)	Banner Life Sciences LLC	Issued