## 503828547 05/16/2016

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
MELANIE SIMONE RONSHEIM	03/08/2016

## **RECEIVING PARTY DATA**

Name:	FOREST RESEARCH INSTITUTE, INC	
Street Address:	1900 PLAZA FIVE	
City:	JERSEY CITY	
State/Country:	NEW JERSEY	
Postal Code:	07311	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	8829191
Patent Number:	8969566

## **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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ATTORNEY DOCKET NUMBER:	20171
NAME OF SUBMITTER:	ANDREW C. CHIEN
SIGNATURE:	/Andrew C. Chien/
DATE SIGNED:	05/16/2016

## **Total Attachments: 3**

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PATENT 503828547 REEL: 038609 FRAME: 0518

THIS CONFIRMATORY AND CORRECTIVE ASSIGNMENT (the "Assignment") is made effective as of the 17<sup>th</sup> day of June 2011 (the "Effective Date")

### BY AND BETWEEN

RONSHEIM, Melanie Simone (an AU citizen) of Forest Research Institute, Inc. Plaza V, Suite 1900, Jersey City, NJ 07311, United Sates of America (the "Inventor") as of the Effective Date

#### AND

FOREST RESEARCH INSTITUTE, INC; a company incorporated in New Jersey with offices at Plaza V, Suite 1900, Jersey City, NJ 07311, United States of America ("Forest"); which as of the Effective Date, Forest is a wholly owned subsidiary of Forest Laboratories, Inc., incorporated under the laws of Delaware, n/k/a Forest Laboratories, LLC; and FOREST LABORATORIES HOLDINGS LTD., a company incorporated in the Republic of Ireland with offices at 18 Parliament Street, Milner House, Hamilton, Bermuda HM12 ("Forest Holdings," where Forest and Forest Holdings collectively are referred to as "Assignees")

#### WHEREAS

- A. The Inventor has made certain inventions (the "Inventions" in respect of which US Provisional Application No. 61/498,522 was filed on the 17<sup>th</sup> day of June 2011 (the "Patent Application")
- B. The Inventor was an employee of Forest as of the Effective Date.
- C. The Inventor has previously entered into that certain Confirmatory Assignment for the Patent Application, effective as of June 17, 2011, where a clerical error mistakenly named "Forest Research Institute, Inc." as "Forest Research Inc." (the "2011 Assignment") and this Assignment wishes to clarify and confirm the owner of the Patent Application as the current Assignees nunc pro tunc.

#### NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

- In consideration of the amounts paid to the Inventor pursuant to his/her contract of
  employment with Forest, the Inventor hereby confirms that by virtue of his/her employment
  with Forest the Inventor has assigned, and do hereby assigns, with full title guarantee, free from
  all and any charges or other third party rights, to Assignees absolutely all their right, title and
  interest in and to the Inventions and the Patent Application, or any continuing or divisional
  application of the Patent Application in accordance with his/her contracts of employment.
- 2. The Inventor hereby agrees with Assignees that this Assignment to Assignees includes, but is not limited to, any and all causes of action, claims, demands or other rights, occasioned from or because of any and all past and future infringement of any of the Patent Application, including all rights to recover damages, profits and injunctive relief for infringement of any of the Patent

PATENT REEL: 038609 FRAME: 0519 Application, and the right to file a patent application anywhere in the world claiming convention priority.

- 3. The Inventor hereby agrees that this Assignment further clarifies and confirms Forest (for the avoidance of doubt, Forest Research Institute, Inc.) as the assignee of the 2011 Assignment, and this Assignment is effective as of the Effective Date *nunc pro tunc*.
- 4. The Inventor hereby agrees with Assignees that he/she will execute such further documents and give such assistance at the expense of Assignees as Assignees may require:
  - a. to secure the vesting in Assignees of all rights in the Patent Application and in such parties to whom forest may assign its rights in the Patent Application;
  - to defeat any challenge to the validity of and resolve any questions concerning the Patent Application; and
  - c. to apply for, prosecute and obtain patent or similar protection in the United states and all other countries of the world for an invention embodied by the Patent Application, including the right to claim convention priority from such Application and including, without limitation, cooperating in any proceedings involving examinations, reexaminations, reissues, opposition and cancellation proceedings, interferences, infringements proceedings, court actions and the like.
- 5. The Inventor hereby agrees with Assignees that he/she shall, at the expense of Assignees, execute and sign all such instruments, applications and documents and do all such acts and things as may reasonably be required by Assignees to enable Assignees or their nominee(s) to enjoy the full benefit of the rights assigned by this agreement.
- 6. Assignees accept this Assignment.
- 7. This Assignment shall be governed by and construed in accordance with the laws of the State of New York and the parties hereby submit to the exclusive jurisdiction of the United States courts.

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Any attorney of record is authorized and requested by the execution of this Assignment to insert into this Assignment any further information necessary for recordation of this document. This Agreement has been entered into on the date stated as of the Effective Date.

Date: 8 MARCH 2016

RONSHEIM, Melanie Simone

Witnessed by:

Name: Anthony Toto

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**RECORDED: 05/16/2016**