

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4224136

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
UPSHER-SMITH LABORATORIES, INC.		12/14/2016
RECEIVING PARTY DATA		
Name:	SANDOZ INC.	
Street Address:	100 COLLEGE RD. WEST	
City:	PRINCETON	
State/Country:	NEW JERSEY	
Postal Code:	08540	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	8013017	
Patent Number:	9456970	
Application Number:	15283593	
CORRESPONDENCE DATA		
Fax Number:	(303)260-7714	
<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:	3036402525	
Email:	darla.graff@akerman.com	
Correspondent Name:	DARLA A GRAFF	
Address Line 1:	1900 16TH ST	
Address Line 2:	SUITE 1700	
Address Line 4:	DENVER, COLORADO 80202	
ATTORNEY DOCKET NUMBER:	059367.245056	
NAME OF SUBMITTER:	DARLA A GRAFF	
SIGNATURE:	/Darla A Graff/	
DATE SIGNED:	01/13/2017	
Total Attachments: 8		
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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is effective as of December 15, 2016 (the "Effective Date"), by and between Upsher-Smith Laboratories, Inc., a Minnesota corporation ("Seller"), and Sandoz Inc., a Colorado corporation ("Purchaser"). Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Asset Purchase Agreement, made and entered into as of November 11, 2016, as amended by Amendment No. 1 dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, transfer assign and deliver to Purchaser all of Seller's right, title and interest in and to the Patents included in the Transferred Product Intellectual Property (collectively, the "Assigned Patent Rights"), including the Patents identified on Schedule A hereto, subject to the terms and conditions of the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller and Purchaser have agreed to enter into this Assignment;

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Conveyance.** Seller hereby sells, assigns, transfers, and conveys to Purchaser, and Purchaser hereby accepts, Seller's entire right, title and interest at Closing in, to and under (a) the Assigned Patent Rights, (b) divisionals, continuations, and continuations-in-part that claim priority to any Assigned Patent Rights to the extent the claims thereof are entirely supported (in accordance with the laws of the jurisdiction in which such patent was granted and such application is pending) by such Assigned Patent Rights, (c) reissues, renewals, reexaminations, substitutions, extensions, or additions of the Assigned Patent Rights to the extent the claims thereof are entirely supported (in accordance with the laws of the jurisdiction in which such patent was granted and such application is pending) by such Assigned Patent Rights, (d) foreign equivalents of the Assigned Patent Rights to the extent the claims thereof are entirely supported (in accordance with the laws of the jurisdiction in which such patent was granted and such application is pending) by such Assigned Patent Rights, (e) rights to apply for, prosecute and obtain patents in respect of any of the inventions in any country of the world to the extent the claims thereof are fully supported by the Assigned Patent Rights, including the right to claim priority from the Assigned Patent Rights under the Paris Convention for the Protection of Industrial Property and under any and all other applicable treaties and agreements which afford similar priority-claiming privileges in all countries of the world, and (f) all rights accruing under, and causes of action and other remedies with respect to, the foregoing,

including the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned Patent Rights.

2. **Issuance and Recordation.** Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue any and all Assigned Patent Rights to Purchaser, its successors and assigns. Seller hereby requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Purchaser as the purchaser and owner of the Assigned Patent Rights. Purchaser shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Patent Rights.
3. **No Modification.** The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, and nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Purchaser or Seller under the Purchase Agreement.
4. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
5. **Counterparts.** This Assignment may be executed in counterparts (including by facsimile or electronic .pdf submission), each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Party, it being understood that both Parties need not sign the same counterpart.
6. **Interpretation.** The heading references herein are for convenience purposes only, do not constitute a part of this Assignment and shall not be deemed to limit or affect any of the provisions hereof.
7. **Further Assurances.** Upon Purchaser's request and at Purchaser's expense, Seller agrees to provide reasonable cooperation and assistance as is reasonably required by Purchaser to effect and register the rights assigned herein (including to execute, acknowledge, and deliver such other documents and take such other actions as may be reasonably required), provide testimony, and, in general, provide all lawful cooperation reasonably requested by Purchaser to prosecute and enforce the Assigned Patent Rights, and to carry out and fulfill the purposes and intent of this Assignment of the Assigned Patent Rights.
8. **Governing Law; Jurisdiction.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules thereunder (other than Section 5-1401 of the General Obligations Law of the State of New York). With respect to any suit, action or proceeding relating to this Assignment (each, a "Proceeding"), each Party irrevocably and unconditionally (i) agrees and consents to be subject to the jurisdiction of any New York State court sitting in New York City and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH

ACTION OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 11.04 OF THE PURCHASE AGREEMENT, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SELLER:
UPSHER-SMITH LABORATORIES, INC.



Name: Benjamin Rush Field IV

Title: President


PURCHASER:
SANDOZ INC.



Name: _____

Title: _____

WITNESSED AS TO BOTH BY:


Name: Brent A. LeFson
Nationality: USA
Title: AVP, Deputy General Counsel
Commercial address: 6701 Eversted Dr.
Maple Grove, MN
55369

WITNESSED AS TO BOTH BY:

Name: _____
Nationality: _____
Title: _____
Commercial address: _____

Signature Page

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SELLER:

UPSHER-SMITH LABORATORIES, INC.

Name: Benjamin Rush Field IV

Title: President

PURCHASER:

SANDOZ INC.

Name: Peter Goldschmidt

Title: President, Sandoz US, Head of North America

WITNESSED AS TO BOTH BY:

Name:

Nationality:

Title:

Commercial address:

WITNESSED AS TO BOTH BY:

Name: Michael Gerard

Nationality: USA

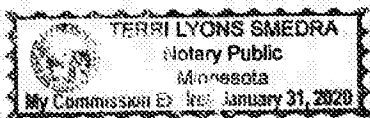
Title: Director, Associate General Counsel

Commercial address: 100 College Rd West
Princeton, NJ 08540

Signature Page

STATE OF Minnesota)
)SS.
COUNTY OF Hennepin)

This instrument was executed before me on this 14 day of December, 2016, by Benjamin R. Rudin, the President (title) of Upsher-Smith Laboratories, Inc., a corporation organized under the laws of Minnesota, on behalf of said corporation.



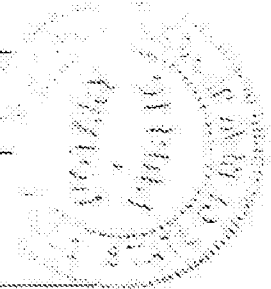
Terri Lyons Smedra
Notary Public in and for
The State of Minnesota
TERRI LYONS SMEDRA
Printed or Typed Name of Notary

My commission expires 1/31/2020

STATE OF NEW JERSEY)
)SS.
COUNTY OF MERCER)

This instrument was executed before me on this 13th day of December, 2016, by
PETER Goldschmidt the PRESIDENT (title) of Sandoz Inc., a corporation organized under the
laws of Colorado, on behalf of said corporation.

Denise A. Malyska
Notary Public in and for
The State of New Jersey
DENISE A. MALYSKA
Printed or Typed Name of Notary



My commission expires _____
DENISE A. MALYSKA
Notary Public
New Jersey
My Commission Expires April 7, 2018

SCHEDULE A
ASSIGNED PATENT RIGHTS

Title	Application No.	Filing Date	Patent No.	Issue Date	Jurisdiction
Dermatological Compositions and Methods	12/479,524	6/5/2009	8,013,017	9/6/2011	USA
Dermatological Compositions and Methods	14/851,203	9/11/2015	9,456,970	10/4/2016	USA
Dermatological Compositions and Methods	15/283,593	10/3/2016	---	---	USA