

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5123428

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROCK CREEK PHARMACEUTICALS, INC.	01/31/2018
RECEIVING PARTY DATA	
Name:	PHILIP MORRIS PRODUCTS S.A.
Street Address:	QUAI JEANRENAUD 3
City:	NEUCHATEL
State/Country:	SWITZERLAND
Postal Code:	2000
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8207346
Patent Number:	8241680
Patent Number:	D639178
Patent Number:	8557999
Patent Number:	9387201
CORRESPONDENCE DATA	
Fax Number:	(612)305-1228
<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:	6123050403
Email:	dlagro@mrgiplaw.com
Correspondent Name:	KEITH M. CAMPBELL
Address Line 1:	111 THIRD AVENUE SOUTH
Address Line 2:	SUITE 350
Address Line 4:	MINNEAPOLIS, MINNESOTA 55401
ATTORNEY DOCKET NUMBER:	442.00000003
NAME OF SUBMITTER:	KEITH M. CAMPBELL
SIGNATURE:	/Keith M. Campbell/
DATE SIGNED:	09/04/2018
Total Attachments: 16	

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**INTELLECTUAL PROPERTY
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made effective 12:01 a.m. (Eastern Daylight Time) on January 31, 2018 (the "Effective Date"), between George L. Miller, solely in his capacity as the chapter 7 trustee (the "Chapter 7 Trustee" or "Assignor") of the bankruptcy estates of Rock Creek Pharmaceuticals, Inc., a Delaware corporation ("Pharmaceuticals"), RCP Development, Inc., a Delaware corporation ("Development"), and Star Tobacco, Inc., a Virginia corporation ("Star," and collectively with Pharmaceuticals and Development, the "Debtors," and Philip Morris Products, S.A. ("Assignee").

RECITALS

WHEREAS, the Assignor and Assignee entered into that certain Intellectual Property Asset Purchase Agreement, dated December 28, 2017 (the "APA"),¹ whereby the Chapter 7 Trustee agreed to sell, transfer, assign, convey, and deliver to Assignee the Acquired Assets free and clear of all Encumbrances; and

WHEREAS, this Assignment is being executed and delivered pursuant to the APA.

NOW, THEREFORE, for the consideration set forth in the APA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment.

(a) On the terms and subject to the conditions set forth in the APA, the Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee all right, title, and interest of Assignor and the Debtors in and to the Acquired Assets set forth on Exhibit A, free and clear of all Encumbrances, together with all goodwill in connection therewith.

(b) The assignment described in this Section 1 includes all claims (including claims for past infringement or misappropriation of the Acquired Assets) and causes of action of the Assignor or the Debtors, as of the Effective Date, against parties other than the Assignor and the Debtors (regardless of whether or not such claims and causes of action have been asserted by the Debtors or the Assignor) and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement, and other rights of recovery possessed by the Assignor or the Debtors as of the Effective Date (regardless of whether such rights are currently exercisable) to the extent related to the Acquired Assets.

2. Further Assurances. Assignor shall, without further consideration, comply with any reasonable request by Assignee to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment reflected herein or to record the assigned reflected herein with the United States Patent and Trademark Office, and reasonably cooperate with efforts to secure issuance of future intellectual property rights relating to the Acquired Assets and enforce any intellectual property rights relating to the Acquired Assets

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the APA.

against third parties. Any fees or costs imposed by the United States Patent and Trademark Office in connection with compliance with this provision shall be the responsibility of the Assignee.

3. No Use of Intellectual Property by Assignors. Assignor, for himself and the Debtors, and on behalf of any of their respective successors and assigns, covenants not to use, apply for, or register any of the Acquired Assets for any purpose in the United States or in any foreign country.

4. Binding on Successors; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of the parties hereto and the respective successors in interest and permitted assigns of such parties. This Assignment is not intended to confer any rights or remedies upon any person or entity other than the parties hereto.

5. Liability Limitation; Asset Purchase Agreement. Notwithstanding anything to the contrary in this Assignment, Assignee shall have no responsibility for liabilities that arise from the Acquired Assets to the extent such liabilities arise or relate to acts or omissions or responsibilities of Assignor or the Debtors occurring or arising prior to the Effective Date. Nothing in this Assignment shall be deemed to supersede or modify any of the obligations, limitations, agreements, covenants, representations, or warranties of the parties contained in the APA. If any conflict exists between the terms of this Assignment and the terms of the APA, the terms of the APA shall control.

6. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in counterparts, all of which together shall constitute one complete Assignment.

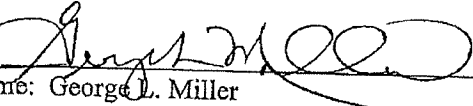
8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its choice of law principles.

[Signature Page Follows]

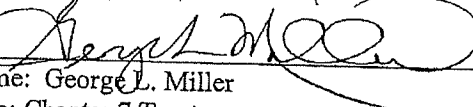
IN WITNESS WHEREOF, the undersigned hereby execute this Assignment on the day and year first above written.

ASSIGNORS:


Rock Creek Pharmaceuticals, Inc.

By: 
Name: George L. Miller
Title: Chapter 7 Trustee

RCP Development, Inc.

By: 
Name: George L. Miller
Title: Chapter 7 Trustee

Star Tobacco, Inc.

By: 
Name: George L. Miller
Title: Chapter 7 Trustee

ASSIGNEE:

Philip Morris Products, S.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment on the day and year first above written.

ASSIGNORS:

Rock Creek Pharmaceuticals, Inc.

By: _____
Name: George L. Miller
Title: Chapter 7 Trustee

RCP Development, Inc.

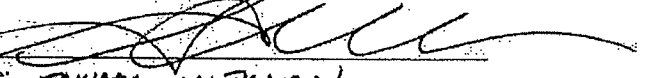
By: _____
Name: George L. Miller
Title: Chapter 7 Trustee

Star Tobacco, Inc.

By: _____
Name: George L. Miller
Title: Chapter 7 Trustee

ASSIGNEE:

Philip Morris Products, S.A.

By: 
Name: EDWARD KIERLAN
Title: DIRECTOR, IP STRATEGY & MANAGEMENT

**EXHIBIT "A"
TO THE
ASSIGNMENT**

Acquired Assets

Patents:

redacted

redacted

redacted

Redacted

Redacted

redacted

Redacted

Redacted

Redacted

Country	AppTitle	Application Number	Patent Number
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redacted

US	Methods of Synthesizing Anatabine	12/729346	8207346	*
US	Nutraceutical Product Containing Anatabine And Yerba Mate	12/826985	8241680	*
US	Dispenser	29/367079	0639178	*

redacted

US	Pharmaceutical, Dietary Supplement, and Food Grade Salts of Anatabine	13/477295	8557999	*
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redacted

Country	AppTitle	Application Number	Patent Number
US	Methods of Providing Anti-Inflammation Support	14/167285	9387201

redacted

Redacted