

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5248162

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the 1. SPELLING OF ASSIGNEE NAME HELSINN BIREX PHARMACEUTICALS LTD.; 2. ADDRESSES OF ASSIGNEES previously recorded on Reel 047534 Frame 0024. Assignor(s) hereby confirms the PATENT CO-OWNERSHIP AGREEMENT.
CONVEYING PARTY DATA	
Name	Execution Date
HELSINN HEALTHCARE SA	08/23/2018
RECEIVING PARTY DATA	
Name:	HELSINN ADVANCED SYNTHESIS SA
Street Address:	VIA INDUSTRIA
City:	BIASCA
State/Country:	SWITZERLAND
Postal Code:	CH-6710
Name:	HELSINN BIREX PHARMACEUTICALS, LTD.
Street Address:	DAMASTOWN
Internal Address:	MULHUDDART
City:	DUBLIN
State/Country:	IRELAND
Postal Code:	15
Name:	HELSINN THERAPEUTICS (U.S.), INC.
Street Address:	170 WOOD AVENUE SOUTH, 5TH FLOOR
City:	ISELIN
State/Country:	NEW JERSEY
Postal Code:	08830
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	7947724
Patent Number:	7947725
Patent Number:	7960424
Patent Number:	8518981
Patent Number:	8598218
Patent Number:	8598219
Patent Number:	9173942
PATENT	

Property Type	Number
Patent Number:	8729094
Patent Number:	9066980
Patent Number:	9308266
Patent Number:	9125905
Patent Number:	9439854
Patent Number:	9457020
Patent Number:	9457021
Application Number:	15708440

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.

Phone: 404-483-9360

Email: paralegal@SULLIVANIPSOLUTIONS.COM

Correspondent Name: SULLIVAN IP SOLUTIONS, LLC

Address Line 1: PO BOX 2252

Address Line 4: NEW YORK, NEW YORK 10163

ATTORNEY DOCKET NUMBER:	HHC001
NAME OF SUBMITTER:	CLARK G. SULLIVAN
SIGNATURE:	/Clark G. Sullivan/
DATE SIGNED:	11/21/2018

Total Attachments: 8

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 19, 2018

PTAS

SULLIVAN IP SOLUTIONS, LLC
PO BOX 2252
NEW YORK, NY 10163

505190264

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/14/2018

REEL/FRAME: 047534/0024
NUMBER OF PAGES: 6

BRIEF: PATENT CO-OWNERSHIP AGREEMENT

DOCKET NUMBER: HHC001

ASSIGNOR:

HELSINN HEALTHCARE SA

DOC DATE: 08/23/2018

ASSIGNEE:

HELSINN ADVANCED SYNTHESIS SA
P.O. BOX 357
PAMBIO-NORANCO, SWITZERLAND 6915

ASSIGNEE:

HELSINN BIREX PHARMACEUTICALS LTD.
P.O. BOX 357
PAMBIO-NORANCO, SWITZERLAND 6915

ASSIGNEE:

HELSINN THERAPEUTICS (U.S.), INC.
P.O. BOX 357
PAMBIO-NORANCO, SWITZERLAND 6915

APPLICATION NUMBER: 11186311

FILING DATE: 07/21/2005

PATENT NUMBER: 7947724

ISSUE DATE: 05/24/2011

TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 11388268 FILING DATE: 03/24/2006
PATENT NUMBER: 7947725 ISSUE DATE: 05/24/2011
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 11388270 FILING DATE: 03/24/2006
PATENT NUMBER: 7960424 ISSUE DATE: 06/14/2011
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 13087012 FILING DATE: 04/14/2011
PATENT NUMBER: 8518981 ISSUE DATE: 08/27/2013
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 13901288 FILING DATE: 05/23/2013
PATENT NUMBER: 8598218 ISSUE DATE: 12/03/2013
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 13901437 FILING DATE: 05/23/2013
PATENT NUMBER: 8598219 ISSUE DATE: 12/03/2013
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 13901830 FILING DATE: 05/24/2013
PATENT NUMBER: 9173942 ISSUE DATE: 11/03/2015
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 13902132 FILING DATE: 05/24/2013
PATENT NUMBER: 8729094 ISSUE DATE: 05/20/2014
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 13902299 FILING DATE: 05/24/2013
PATENT NUMBER: 9066980 ISSUE DATE: 06/30/2015
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 14070981 FILING DATE: 11/04/2013
PATENT NUMBER: 9308266 ISSUE DATE: 04/12/2016
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 14597489 FILING DATE: 01/15/2015
PATENT NUMBER: 9125905 ISSUE DATE: 09/08/2015
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 14793233 FILING DATE: 07/07/2015
PATENT NUMBER: 9439854 ISSUE DATE: 09/13/2016
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 14855564 FILING DATE: 09/16/2015
PATENT NUMBER: 9457020 ISSUE DATE: 10/04/2016
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 15190019 FILING DATE: 06/22/2016
PATENT NUMBER: 9457021 ISSUE DATE: 10/04/2016
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

APPLICATION NUMBER: 15708440 FILING DATE: 09/19/2017
PATENT NUMBER: ISSUE DATE:
TITLE: LIQUID PHARMACEUTICAL FORMULATIONS OF PALONOSETRON

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5237033

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT CO-OWNERSHIP AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
HELSINN HEALTHCARE SA		08/23/2018
RECEIVING PARTY DATA		
Name:	HELSINN ADVANCED SYNTHESIS SA	
Street Address:	P.O. BOX 357	
City:	PAMBIO-NORANCO	
State/Country:	SWITZERLAND	
Postal Code:	6915	
Name:	HELSINN BIREX PHARMACEUTIALS LTD.	
Street Address:	P.O. BOX 357	
City:	PAMBIO-NORANCO	
State/Country:	SWITZERLAND	
Postal Code:	6915	
Name:	HELSINN THERAPEUTICS (U.S.), INC.	
Street Address:	P.O. BOX 357	
City:	PAMBIO-NORANCO	
State/Country:	SWITZERLAND	
Postal Code:	6915	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Patent Number:	9457021	
Patent Number:	9457020	
Patent Number:	9439854	
Patent Number:	9308266	
Patent Number:	9173942	
Patent Number:	9125905	
Patent Number:	9066980	
Patent Number:	8729094	
Patent Number:	8598219	
Patent Number:	8598218	

PATENT CO-OWNERSHIP AGREEMENT

This Patent Co-Ownership Agreement (the "Agreement") is entered into as of August 23, 2018 (and the rights granted in this Agreement are effective retroactively as set forth in Article 2 below) between Helsinn Healthcare SA ("Helsinn SA"), on the one part, and each of Helsinn Advanced Synthesis SA, Helsinn Birex Pharmaceuticals Ltd. and Helsinn Therapeutics (U.S.), Inc. (collectively, the "Additional Helsinn Entities"), on the other part. Each of Helsinn SA and the Additional Helsinn Entities may be referred to herein as a "Party" or, collectively, as "Parties."

WHEREAS, Helsinn SA is the owner of Helsinn Patents;

WHEREAS, Helsinn SA and the Additional Helsinn Entities are related companies that are each involved in the commercialization (including manufacture, packaging, distribution, and/or sale) of Products, which may be covered by one or more Helsinn Patents (as defined below);

WHEREAS, for the purposes of supporting on-going commercialization activities relating to the Products, Helsinn SA desires each of the Additional Helsinn Entities to have equal and indivisible co-ownership rights in the Helsinn Patents and each of the Additional Helsinn Entities desires such co-ownership rights;

NOW, THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS

The following terms as used in this Patent Co-Ownership Agreement shall have the meaning respectively set forth in this Article:

1.1 "Compound" means the chemical substance having the generic name palonosetron, further identified by the research numbers RS-25259-007 and RS-25259-197, CAS Registry Numbers 135726-61-2 and 135729-62-3, as well as any salts thereof.

1.2 "Helsinn Patents" means (a) the patents and the patent applications owned or controlled by Helsinn SA relating to the Compound or the Product as listed in Exhibit A to this Agreement, which is attached hereto and is made a part hereof; (b) all patents arising from said applications and all patents and patent applications based upon or claiming the priority date(s) of any of the foregoing; (c) any additions, divisions, continuations, continuations-in-part, amendments, amalgamations, reissues, and re-examinations of such applications or patents; (d) any confirmation, importation, and registration patents thereof or therefor; and (e) any extensions and renewals of all such patents and patent applications in whatever legal form and by whatever legal title they are granted.

1.3 "Product" means any and all pharmaceutical forms of a product containing the Compound made suitable for human therapy either alone or in combination with other active ingredients.

2. GRANT OF RIGHTS

2.1 **Grant of Co-Ownership Rights.** Helsinn SA hereby grants to each of the Additional Helsinn Entities an equal and indivisible right, title, and ownership interest in and to the Helsinn Patents. For clarity, Helsinn SA retains an equal indivisible right, title, and



ownership interest in and to the Helsinn Patents along with each of the Additional Helsinn Entities, which are each receiving an equal and indivisible right, title, and ownership interest as a result of this grant in Section 2.1 of this Agreement. The rights granted in this Section 2.1 of this Agreement are retroactive and shall be deemed to be effective as of May 1, 2017. The Parties agree that the Helsinn Patents shall be commonly and indivisibly owned by them at all times following the grant of co-ownership rights hereunder.

2.2 The rights granted in Section 2.1 of this Agreement include the right for each Party to sue and collect damages for past infringement (including infringement that occurred before the effective date of the grant of rights) and future infringement of the Helsinn Patents.

2.3 The grant of rights in Section 2.1 of this Agreement is subject to the exclusive patent licenses granted by Helsinn SA to Eisai Inc. pursuant to the April 6, 2001 License Agreement between Helsinn SA and MGI Pharma, Inc. ("the Eisai License Agreement"), which was terminated on June 30, 2018. Each of the Additional Helsinn Entities hereby grants Eisai Inc. a license, only effective during the period of May 1, 2017 to and including June 30, 2018, under the Helsinn Patents that is equal in scope with the patent license rights granted by Helsinn SA to Eisai Inc. under the Eisai License Agreement. Eisai Inc. is expressly recognized as a third party beneficiary under this Section 2.3.

3. CONSIDERATION

3.1 In consideration of the grants set forth in Section 2 of this Agreement, and for the promises and covenants contained herein, each of the Additional Helsinn Entities shall pay Helsinn SA a fee of one United States dollar, the sufficiency of which is hereby acknowledged.

4. MAINTENANCE AND ENFORCEMENT OF THE HELSINN PATENTS

4.1 **Helsinn Responsibility.** Helsinn SA shall prosecute and maintain all of the patents and patent applications included within the Helsinn Patents. All costs related to the prosecution and maintenance of the Helsinn Patents shall be jointly borne by the Parties, regardless whether the costs were initially incurred by Helsinn SA or any other Party. Each of the Parties shall absorb an arm's length share of the costs.

4.2 **Third Party Infringement.** The Parties shall be entitled to retain any damages recovered in a suit brought by any Party against an infringer of a Helsinn Patent, including, but not limited to, past infringement of a Helsinn Patent. The Parties shall cooperate with each other in the prosecution of any suit brought by any Party against an infringer of a Helsinn Patent, including joining the suit as a party, if requested by any other Party. Any proceeds arising from any third party's past and/or future infringements of a Helsinn Patents shall be allocated to the Parties. Each of the Parties is entitled to an arm's length shares of the proceeds.

5. ADDITIONAL TERMS

5.1 **Severability.** The Parties hereby expressly state that it is not the intention of any Party to violate any rule, law, or regulation. If any of the provisions of this Agreement is held to be void or unenforceable, then such void or unenforceable provision shall be replaced by a valid and enforceable provision which will achieve as far as possible the economic business intentions of the Parties.



5.2 Governing Law. This Agreement shall be governed by the laws of the State of New York without regard to conflicts of laws. The state and federal courts of New York shall have exclusive jurisdiction over any disputes arising out of this Agreement.

5.3 Entire Agreement. This Agreement with Exhibit A attached constitutes the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties, and covenants are merged herein. There are no warranties, representations, covenants, or agreements, expressed or implied, between the parties except those expressly set forth in this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by the Parties.

5.4 Counterparts. This Agreement may be executed in one or more counterparts all of which shall together constitute one and the same instrument and shall become effective when a counterpart has been signed by any of the Additional Helsinn Entities and delivered to Helsinn and a counterpart has been signed by Helsinn and delivered to each of the Additional Helsinn Entities.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their proper officers as of the date and year written above.

HELSINN HEALTHCARE SA

By: 

Name: Giorgio Calderari

Title: Group General Manager

HELSINN ADVANCED SYNTHESIS SA

By: 

Name: Waldo Mossi

Title: General Manager

HELSINN BIREX
PHARMACEUTICALS LTD.

By: 

Name: Nadraig Somers

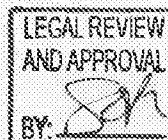
Title: General Manager

HELSINN THERAPEUTICS (U.S.), INC.,

By: 

Name: Paul Rittman

Title: Chief Executive Officer



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EXHIBIT A

List of Helsinn Patents

Country	Application No.	Publication No.	Patent No.	Issue Date
United States	11/186,311	2006/069114	7,947,724	5/24/11
United States	11/388,268	2006/167071	7,947,725	5/24/11
United States	11/388,270	2006/167073	7,960,424	6/14/11
United States	13/087,012	2011/192493	8,518,981	8/27/13
United States	13/901,830	2013/261149	9,173,942	11/3/15
United States	13/902,132	2013/261150	8,729,094	5/20/14
United States	13/901,437	2013/261592	8,598,219	12/3/13
United States	13/901,288	2013/267553	8,598,218	12/3/13
United States	13/902,299	2013/289065	9,066,980	6/30/15
United States	14/070,981	2014/097114	9,308,266	4/12/16
United States	14/597,489	2015/141454	9,125,905	9/8/15
United States	14/793,233	2015/306032	9,439,854	9/13/16
United States	14/855,564	2016/000773	9,457,020	10/4/16
United States	15/190,019	2016/296510	9,457,021	10/4/16
United States	15/708,440	2018/193262		

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