

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5286447

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE MEDICINES COMPANY	08/22/2018
RECEIVING PARTY DATA		
Name:	SANDOZ INC.	
Street Address:	100 COLLEGE RD. WEST	
Internal Address:	SUITE 400	
City:	PRINCETON	
State/Country:	NEW JERSEY	
Postal Code:	08540	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	7803762
	Patent Number:	7713928
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 GRAFF	
Address Line 1:	1900 16TH ST	
Address Line 2:	SUITE 1700	
Address Line 4:	DENVER, COLORADO 80202	
ATTORNEY DOCKET NUMBER:	059367-0305937	
NAME OF SUBMITTER:	DARLA A GRAFF	
SIGNATURE:	/Darla A Graff/	
DATE SIGNED:	12/17/2018	
Total Attachments: 5		
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PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT

This PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment Agreement**”), dated as of August 22, 2018 (the “**Effective Date**”), is made by and between THE MEDICINES COMPANY, a Delaware corporation, with an office at 8 Sylvan Way, Parsippany, New Jersey 07054 (“**Assignor**”), and SANDOZ INC., a Colorado corporation, with an office at 100 College Road West, Princeton, New Jersey 08540 (“**Assignee**”). Hereinafter, Assignor and Assignee will collectively be referred to as the “**Parties**”, or individually as a “**Party**”.

WHEREAS, Assignor owns all right, title and interest in and to each patent, patent application for registration and registration identified on Schedule 1 and all goodwill associated therewith and symbolized thereby (collectively, the “**Patents**”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of August 22, 2018 (the “**Purchase Agreement**”); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor and has agreed to execute and deliver this Assignment Agreement to sell, assign and transfer to Assignee the Patents and for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the respective meanings assigned to them in the Purchase Agreement.

Section 2. Assignment. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor, all of Assignor’s right, title and interest in and to the Patents for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment Agreement and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter and including, without limitation, all of Assignor’s rights to all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of indemnification, rights of recovery and rights of setoff against third persons for infringement, misappropriation, breach, default or other violation of the Patents, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees, costs, injunctive relief and other legal and equitable relief, including from acts which may have occurred prior to the Effective Date, for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (all collectively, the “**Patent Rights**”). For the avoidance of doubt, this Section 2 conveys, transfers and assigns to Assignee the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignor

hereby authorizes the Commissioner for Patents in the USPTO to record and register this Assignment Agreement upon request by Assignee.

Section 3. Miscellaneous. Sections 8.1 (Expenses), 8.2 (Governing Law and Jurisdiction), 8.3 (Waiver of Jury Trial), 8.4 (Specific Performance), 8.6 (Waiver and Amendments), 8.8 (Entire Agreement; No Third Party Beneficiaries), 8.10 (Notices), 8.11 (Headings), and 8.12 (Counterparts) of the Purchase Agreement are hereby incorporated by reference *mutatis mutandis*. No amendment or modification to any of the terms hereof will be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment Agreement to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR:

THE MEDICINES COMPANY

By: Christopher Visoli
Name: Christopher Visoli
Title: Chief Financial Officer

ASSIGNEE:

SANDOZ INC.

By: _____
Name: _____
Title: _____

[Signature Page to Patent Assignment and Assumption Agreement]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment Agreement to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR:

THE MEDICINES COMPANY

By: _____

Name:

Title:

ASSIGNEE:

SANDOZ INC.

By:  _____
7FA31E47156F4B8...

Name: Carol Lynch

Title:

President Sandoz US

[Signature Page to Patent Assignment and Assumption Agreement]

PATENT
REEL: 047794 FRAME: 0066

Schedule 1: Patents

Registered Patents

READY-TO-USE BIVALIRUDIN COMPOSITIONS

Patent No.: US 7,803,762 B1

Date of Patent: September 28, 2010

Assignees: The Medicines Company; Eagle Pharmaceuticals, Inc.

Renewal Deadline: Late for 7.5 year renewal (\$3,760.00)

PHARMACEUTICAL FORMULATIONS OF BIVALIRUDIN AND PROCESSES OF MAKING THE SAME

Patent No.: US 7,582,727 B1

Date of Patent: September 1, 2009

Assignee: The Medicines Company

Renewal Deadline: 11.5 year window opens on September 1, 2020

PHARMACEUTICAL FORMULATIONS OF BIVALIRUDIN AND PROCESSES OF MAKING THE SAME

Patent No.: US 7,598,343 B1

Date of Patent: October 6, 2009

Assignee: The Medicines Company

Renewal Deadline: 11.5 year window opens on October 6, 2020

READY-TO-USE BIVALIRUDIN COMPOSITIONS

Patent No.: US 7,713,928 B1

Date of Patent: May 11, 2010

Assignees: The Medicines Company; Eagle Pharmaceuticals, Inc.

Renewal Deadline: 11.5 year window opens on May 11, 2021