PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5386820

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
THE MEDICINES COMPANY	01/05/2018

RECEIVING PARTY DATA

Name:	MELINTA THERAPEUTICS, INC.
Street Address:	300 GEORGE STREET, SUITE 301
City:	NEW HAVEN
State/Country:	CONNECTICUT
Postal Code:	06511

PROPERTY NUMBERS Total: 14

Property Type	Number
Application Number:	12442751
Application Number:	12676420
Application Number:	13950202
Application Number:	14101645
Application Number:	13060811
Application Number:	13763799
Application Number:	12740571
Application Number:	13389993
Application Number:	13559060
Application Number:	14786106
Application Number:	14914792
Application Number:	14914773
Application Number:	14801303
Application Number:	15439206

CORRESPONDENCE DATA

Fax Number: (202)721-8250

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.

Email: dhissong@wenderoth.com

Correspondent Name: WENDEROTH, LIND & PONACK, LLP

PATENT REEL: 048407 FRAME: 0911

505340038

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Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: 02950AGEN

ATTORNEY DOCKET NUMBER:	02950AGEN
NAME OF SUBMITTER:	DREW HISSONG
SIGNATURE:	/DREW HISSONG/
DATE SIGNED:	02/21/2019

Total Attachments: 26

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT dated as of January 5, 2018 (this "Assignment") is by and between The Medicines Company, a Delaware corporation ("Seller Parent" or "Assignor") and Melinta Therapeutics, Inc. ("Assignee").

WITNESSETH:

WHEREAS, Seller Parent and Assignee have entered into a Purchase and Sale Agreement, dated as of November 28, 2017 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Seller Parent, on behalf of itself and its subsidiaries, has agreed, among other things, to grant, sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase and accept from Seller Parent and its subsidiaries, the Patents and Licensed Patents, as more fully described in the Purchase Agreement and upon the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, agreements and promises contained in the Purchase Agreement, this Agreement, and the other Ancillary Agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

- 1. <u>Definitions</u>. Unless otherwise specifically provided herein, capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.
- 2. <u>Assignment.</u> In accordance with the provisions of the Purchase Agreement, Assignor hereby irrevocably and unconditionally grants, sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Patents and Licensed Patents, together with all rights and remedies related to infringement thereof and rights to protection of interests related thereto under all applicable laws, free and clear of all Liens, other than Permitted Liens. Assignor does further consent to the recordation of this Assignment by Assignee with the United States Patent and Trademark Office.
- 3. <u>Further Assurances</u>. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the date hereof and associated with the prosecution and the maintenance of the Patents and Licensed Patents, and Assignor shall have no obligation to pay any prosecution costs and/or maintenance fees which become due for the Patents or Licensed Patents after the date hereof. Assignee shall be responsible for preparing and translating any documents that Assignee records to perfect its right, title and interest in the Patents and Licensed Patents in any jurisdiction and all costs and fees associated with such recordation documents.
- 4. <u>No Modification of the Purchase Agreement</u>. Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall release Seller Parent or Assignee from any of their respective obligations under the Purchase Agreement or in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way

affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies or any of the obligations of Assignee or Seller Parent set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. <u>General Provisions</u>. Sections 1.2, 6.13, 13.1, 13.4, 13.5, 13.7, 13.8, 13.9, 13.10, 13.13, and 13.14 of the Purchase Agreement are each hereby incorporated by reference herein mutatis mutandis.

[Signature Page Follows]

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IN WITNESS WHEREOF, each of Assignor and Assignee have caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

THE MEDICINES COMPANY

Name: Stephen M. Rodin
Title: Executive Vice President and

General Counsel

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

MELINTA THERAPEUTICS, INC.

Ву:__

Name: Paul Estrem

Title:

Chief Financial Officer

[Signature Page to Patent Assignment]

PURCHASE AND SALE AGREEMENT

dated as of November 28, 2017

by and between

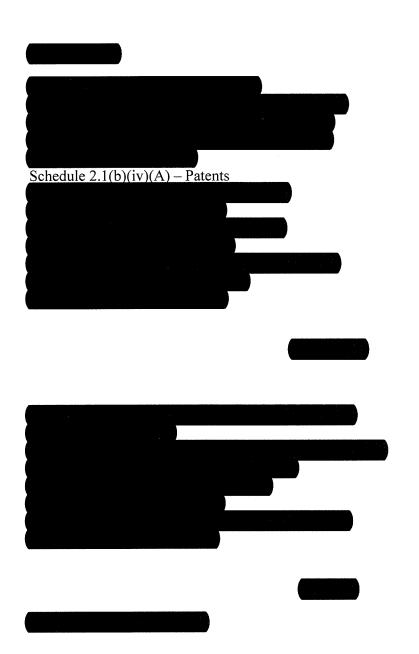
THE MEDICINES COMPANY

and

MELINTA THERAPEUTICS, INC.

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement"), dated as of November 28, 2017, is entered into by and between Melinta Therapeutics, Inc., a Delaware corporation ("Buyer"), and The Medicines Company, a Delaware corporation ("Seller Parent"). Seller Parent and the Subsidiaries of Seller Parent that are party to any Transfer Document are referred to in this Agreement each as a "Seller" and collectively as "Sellers" (which definition, for the avoidance of doubt, excludes the Transferred Group). Seller Parent and Buyer sometimes are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

WHEREAS, Sellers and the Transferred Group are engaged in, among other things, the Business; and

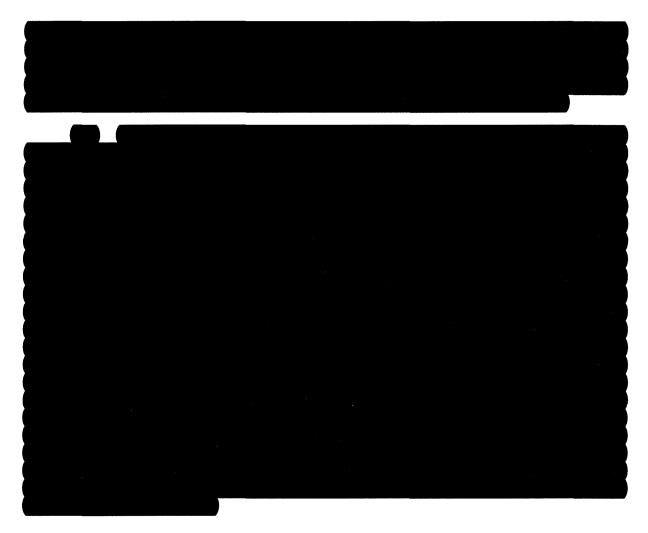
WHEREAS, Seller Parent wishes to sell, and to cause the other Sellers to sell, to Buyer, and Buyer wishes to purchase, the Business through the purchase from Sellers of all of the Acquired Assets, consisting of the Transferred Shares and Transferred Assets,

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the Parties agree as follows:





"Intellectual Property" means intellectual property or other proprietary rights anywhere in the world, including registered, unregistered, applied for and pending rights, arising out of or related to: (a) ideas, discoveries, inventions, patents, patent applications, including provisional applications, statutory invention registrations, inventions, discoveries and invention disclosures (whether or not patented), and related continuations, continuations-in-part, divisions, reissues, re-examinations, substitutions, and extensions thereof (collectively, "Patent Rights");

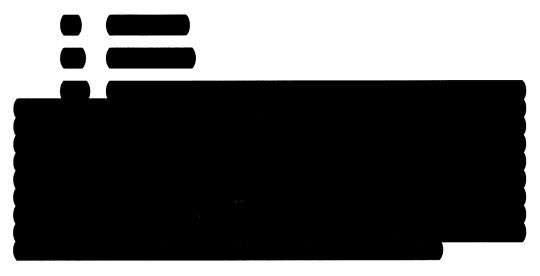


ARTICLE II.

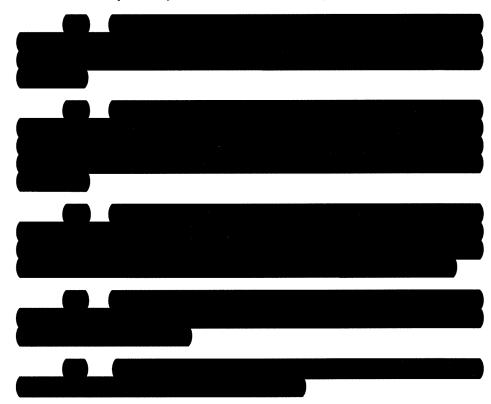
PURCHASE AND SALE

2.1. Agreement to Purchase and Sell. At the Closing, in accordance with and pursuant to the terms and conditions of this Agreement, for the consideration specified in Section 2.6, Seller Parent and its Subsidiaries shall grant, sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller Parent and its Subsidiaries, all right, title and interest of Seller Parent and its Subsidiaries, as of the Closing, in and to the following (collectively, the "Acquired Assets"):

(b) the following assets, properties, rights and interests, the "Transferred Assets"):



- (iv) all Intellectual Property owned by Seller Parent or any of its Subsidiaries and primarily used or held for use in connection with the conduct of the Business, including, without limitation to the foregoing, the following Intellectual Property (all of the Intellectual Property in this Section 2.1(b)(iv), the "Transferred Intellectual Property"):
 - (A) the patents and patent applications listed on <u>Schedule 2.1(b)(iv)(A)</u> and all other Patent Rights owned by Seller Parent or any of its Subsidiaries primarily related to the Business (the "**Patents**");



Schedule 2.1(b)(iv)(A) - Patents

2. See Exhibit B to this Schedule 2.1(b)(iv)(A) attached hereto for Orbactiv Patents.

Exhibit B to Schedule 2.1(b)(iv)(A)

Orbactiv: Patents and Applications

Updated: October 2017

03	03	03	03	03	03	03	03	Patent Family
56462			56461	56460	56459	56629	56463	Attorney Docket No.
Israel	Germany	France	Europe (EPC)	Canada	Australia	WIPO (PCT)	United States	Jurisdiction
Granted	Granted	Granted	Granted	Granted	Granted	Nat. Phase	Granted	Status
197766	07872765.8	07872765.8	07872765.8	2,664,444	2007346657	PCT/US2007/79277	12/442751	Application No.
September 24, 2007	March 25, 2009	Filing Date						
	2068890	2068890	2068890	2664444	2007346657		9089507	Patent No.
	January 8, 2014	January 8, 2014	January 8, 2014	October 27, 2015	October 24, 2013		July 28, 2015	Grant Date

Schedules - 67

USActive 38004548.24

04	04	04	04	04	04	03	03	03	03	Patent Family
57000	57004	56464	61279	60576	57008					Attorney Docket No.
Australia	Armenia	WIPO (PCT)	United States	United States	United States	United Kingdom	Switzerland	Spain	Italy	Jurisdiction
Granted	Granted	Nat. Phase	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Status
2008298987	201000383/28	PCT/US08/75949	14/101645	13/950202	12/676420	07872765.8	07872765.8	07872765.8	07872765.8	Application No.
September 11, 2008	September 11, 2008	September 11, 2008	December 10, 2013	July 24, 2013	August 23, 2010	September 24, 2007	September 24, 2007	September 24, 2007	September 24, 2007	Filing Date
2008298987	17564		9220749	8629100	8518873	2068890	2068890	2068890	2068890	Patent No.
December 5, 2013	January 30, 2013		December 29, 2015	January 14, 2014	August 27, 2013	January 8, 2014	January 8, 2014	January 8, 2014	January 8, 2014	Grant Date

05	04	04	04	04	04	04	04	04	04	Patent Family
57608		57004	57004			57004	57004	57004	57004	Attorney Docket No.
United States	United Kingdom	Turkmenistan	Tajikistan	Switzerland	Spain	Russian Federation	Moldova	Kyrgyzstan	Kazakstan	Jurisdiction
Pending	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Status
12/936722	08830916.6	201000383/28	201000383/28	08830916.6	08830916.6	201000383/28	201000383/28	201000383/28	201000383/28	Application No.
April 2, 2009	September 11, 2008	September 11, 2008	September 11, 2008	September 11, 2008	Filing Date					
	2195004	17564	17564	2195004	2195004	17564	17564	17564	17564	Patent No.
	April 1, 2015	January 30, 2013	January 30, 2013	April 1, 2015	April 1, 2015	January 30, 2013	January 30, 2013	January 30, 2013	January 30, 2013	Grant Date

		90	06	06	06	06	05	05	Patent Family
57991	60387	57987	57990	56466	60210	57996	57609	56465	Attorney Docket No.
Austria	Australia	Australia	Armenia	WIPO (PCT)	United States	United States	Europe (EPC)	WIPO (PCT)	Jurisdiction
Granted	Granted	Granted	Granted	Nat. Phase	Pending	Granted	Pending	Nat. Phase	Status
09810708.9	2013202360	2009285564	201100413	PCT/US09/55466	13/763799	13/060811	09731140.1	PCT/US09/39240	Application No.
August 29, 2009	April 3, 2013	August 29, 2009	August 29, 2009	August 29, 2009	February 11, 2013	August 29, 2009	April 2, 2009	April 2, 2009	Filing Date
2337575	2013202360	2009285564	20490			8420592			Patent No.
April 13, 2016	July 21, 2016	September 18, 2014	November 28, 2014			April 16, 2013			Grant Date
	Austria Granted 09810708.9 August 29, 2009 2337575	Australia Granted 2013202360 April 3, 2013 2013202360 Austria Granted 09810708.9 August 29, 2009 2337575	Australia Granted 2009285564 August 29, 2009 2009285564 Australia Granted 2013202360 April 3, 2013 2013202360 Austria Granted 09810708.9 August 29, 2009 2337575	Armenia Granted 201100413 August 29, 2009 20490 Australia Granted 2009285564 August 29, 2009 2009285564 Australia Granted 2013202360 April 3, 2013 2013202360 Austria Granted 09810708.9 August 29, 2009 2337575	WIPO (PCT) Nat. Phase PCT/US09/55466 August 29, 2009 Armenia Granted 201100413 August 29, 2009 20490 Australia Granted 2009285564 August 29, 2009 2009285564 Austria Granted 2013202360 April 3, 2013 2013202360 Austria Granted 09810708.9 August 29, 2009 2337575	United States Pending 13/763799 February 11, 2013 WIPO (PCT) Nat. Phase PCT/US09/55466 August 29, 2009 Armenia Granted 201100413 August 29, 2009 20490 Australia Granted 2009285564 August 29, 2009 2009285564 Australia Granted 2013202360 April 3, 2013 2013202360 Austria Granted 09810708.9 August 29, 2009 2337575	United States Granted 13/060811 August 29, 2009 8420592 United States Pending 13/763799 February 11, 2013 Image: Perman of the pe	Europe (EPC) Pending 09731140.1 April 2, 2009 United States Granted 13/060811 August 29, 2009 8420592 United States Pending 13/763799 February 11, 2013 WIPO (PCT) Nat. Phase PCT/US09/55466 August 29, 2009 Australia Granted 201100413 August 29, 2009 20490 Australia Granted 2013202360 April 3, 2013 2013202360 Austria Granted 09810708.9 August 29, 2009 2337575	WIPO (PCT) Nat. Phase PCT/US09/39240 April 2, 2009 Europe (EPC) Pending 09731140.1 April 2, 2009 United States Granted 13/060811 August 29, 2009 8420592 United States Pending 13/763799 February 11, 2013 WIPO (PCT) Nat. Phase PCT/US09/55466 August 29, 2009 8420592 Australia Granted 201100413 August 29, 2009 20490 Australia Granted 20132023504 April 3, 2013 2013202350 Austria Granted 209810708.9 August 29, 2009 2337575

06	06	06	06	06	06	06	06	06	06	Patent Family
57991	EP15-1306	57991	57990	57991	57991	CN16-1390	57988	57991	57990	Attorney Docket No.
Finland	Europe (EPC)	Europe (EPC)	Eurasia (EAPC)	Denmark	Czech Republic	China P.R.	Canada	Belgium	Belarus	Jurisdiction
Granted	Pending	Granted	Granted	Granted	Granted	Pending	Pending	Granted	Granted	Status
09810708.9	15195726.3	09810708.9	201100413	09810708.9	09810708.9	201610900690.5	2736860	09810708.9	201100413	Application No.
August 29, 2009	November 20, 2015	August 29, 2009	August 29, 2009	August 29, 2009	August 29, 2009	October 17, 2016	August 29, 2009	August 29, 2009	August 29, 2009	Filing Date
2337575		2337575	20490	2337575	2337575			2337575	20490	Patent No.
April 13, 2016		April 13, 2016	November 28, 2014	April 13, 2016	April 13, 2016			April 13, 2016	November 28, 2014	Grant Date

012	011	011	011	010	010	09	09	09	Family
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2016-0261A	EP16-0264A	60385	2016-0263A	60723	2015-1373A	61390	61390	61390	Docket No.
United States	Europe (EPC)	WIPO (PCT)	United States	WIPO (PCT)	United States	United Kingdom	Switzerland	Spain	Jurisdiction
Granted	Pending	Nat. Phase	Pending	Nat. Phase	Pending	Granted	Granted	Granted	Status
14/914773	14841276	PCT/US2014/52635	14/914792	PCT/US14/034083	14/786106	12817572.8	12817571.8	12817570.8	Application No.
February 26, 2016	August 26, 2014	August 26, 2014	February 26, 2014	April 15, 2014	October 21, 2015	August 1, 2012	July 31, 2012	July 30, 2012	Hiing Date
9775878						2737083	2737082	2737081	Patent No.
October 3, 2017						November 16, 2016	November 16, 2016	November 16, 2016	Grant Date

PATENT REEL: 048407 FRAME: 0937

RECORDED: 02/21/2019

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015	014	014	Patent Family
REMPEX.132PR	REMPEX.126W O	REMPEX.126A	Attorney Docket No.
United States	WIPO (PCT)	United States	Jurisdiction
Pending	Pending	Pending	Status
62/444245	PCT/US2017/01834 0	15/436391	Application No.
January 9, 2017	February 17, 2017	February 17, 2017	Filing Date
			Patent No.
			Grant Date