

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
<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>	
Email:	dhissong@wenderoth.com
Correspondent Name:	WENDEROTH, LIND & PONACK, LLP

Address Line 1: 1030 15TH ST NW, SUITE 400 EAST
Address Line 4: WASHINGTON, D.C. 20005

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”).

W I T N E S S E T H:

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. Definitions. 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. Assignment. 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. Further Assurances. 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. No Modification of the Purchase Agreement. 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. General Provisions. 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]

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

By: 

Name: Stephen M. Rodin

Title: Executive Vice President and
General Counsel

[Signature Page to Patent Assignment]

PATENT
REEL: 048407 FRAME: 0915

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.

By: Paul D. Estrem
Name: Paul Estrem
Title: Chief Financial Officer

[Signature Page to Patent Assignment]

PATENT
REEL: 048407 FRAME: 0916

PURCHASE AND SALE AGREEMENT

dated as of November 28, 2017

by and between

THE MEDICINES COMPANY

and

MELINTA THERAPEUTICS, INC.

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ARTICLE II. PURCHASE AND SALE24

2.1. Agreement to Purchase and Sell24

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 2.1(b)(iv)(A) – Patents

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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,

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“**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**”);

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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"):

[REDACTED]

(b) the following assets, properties, rights and interests, [REDACTED] (collectively, the "Transferred Assets"):

(i) [REDACTED]
(ii) [REDACTED]
(iii) [REDACTED]

(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 Schedule 2.1(b)(iv)(A) and all other Patent Rights owned by Seller Parent or any of its Subsidiaries primarily related to the Business (the **“Patents”**);

(i) [REDACTED]
(ii) [REDACTED]
(iii) [REDACTED]
(iv) [REDACTED]
(v) [REDACTED]
(vi) [REDACTED]

Schedule 2.1(b)(iv)(A) – Patents

● [REDACTED]

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

● [REDACTED]

[REDACTED]

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

Orbactiv: Patents and Applications

Updated: October 2017

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

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

Patent Family	Attorney Docket No.	Jurisdiction	Status	Application No.	Filing Date	Patent No.	Grant Date
O4	57004	Azerbaijan	Granted	201000383/28	September 11, 2008	17564	January 30, 2013
O4	57004	Belarus	Granted	201000383/28	September 11, 2008	17564	January 30, 2013
O4	57001	Brazil	Pending	PI 0816662-5	September 11, 2008		
O4	57002	Canada	Pending	2699550	September 11, 2008		
O4	57004	Eurasia (EAPC)	Granted	201000383/28	September 11, 2008	17564	January 30, 2013
O4	57005	Europe (EPC)	Granted	08830916.6	September 11, 2008	2195004	April 1, 2015
O4		France	Granted	08830916.6	September 11, 2008	2195004	April 1, 2015
O4		Germany	Granted	08830916.6	September 11, 2008	2195004	April 1, 2015
O4		Italy	Granted	08830916.6	September 11, 2008	2195004	April 1, 2015
O4	57007	Japan	Granted	2010-524973	September 11, 2008	5591112	August 8, 2014

Patent Family	Attorney Docket No.	Jurisdiction	Status	Application No.	Filing Date	Patent No.	Grant Date
O4	57004	Kazakhstan	Granted	201000383/28	September 11, 2008	17564	January 30, 2013
O4	57004	Kyrgyzstan	Granted	201000383/28	September 11, 2008	17564	January 30, 2013
O4	57004	Moldova	Granted	201000383/28	September 11, 2008	17564	January 30, 2013
O4	57004	Russian Federation	Granted	201000383/28	September 11, 2008	17564	January 30, 2013
O4		Spain	Granted	08830916.6	September 11, 2008	2195004	April 1, 2015
O4		Switzerland	Granted	08830916.6	September 11, 2008	2195004	April 1, 2015
O4	57004	Tajikistan	Granted	201000383/28	September 11, 2008	17564	January 30, 2013
O4	57004	Turkmenistan	Granted	201000383/28	September 11, 2008	17564	January 30, 2013
O4		United Kingdom	Granted	08830916.6	September 11, 2008	2195004	April 1, 2015
O5	57608	United States	Pending	12/936722	April 2, 2009		

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

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

Patent Family	Attorney Docket No.	Jurisdiction	Status	Application No.	Filing Date	Patent No.	Grant Date
06	57991	France	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57991	Germany	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57991	Greece	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57991	Hungary	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57991	Ireland	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57991	Italy	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57992	Japan	Granted	2011-525264	August 29, 2009	5782615	July 31, 2015
06	57990	Kazakistan	Granted	201100413	August 29, 2009	20490	November 28, 2014
06	57990	Kyrgyzstan	Granted	201100413	August 29, 2009	20490	November 28, 2014
06	57993	Mexico	Granted	MX/a/2011/002249	August 29, 2009	322716	August 11, 2014

Patent Family	Attorney Docket No.	Jurisdiction	Status	Application No.	Filing Date	Patent No.	Grant Date
06	57990	Moldova	Granted	201100413	August 29, 2009	20490	November 28, 2014
06	57991	Netherlands	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57994	New Zealand	Granted	591525	August 29, 2009	591525	July 1, 2014
06	57991	Norway	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57991	Poland	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57991	Portugal	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57991	Romania	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57990	Russian Federation	Granted	201100413	August 29, 2009	20490	November 28, 2014
06	57991	Spain	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57991	Sweden	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016

Patent Family	Attorney Docket No.	Jurisdiction	Status	Application No.	Filing Date	Patent No.	Grant Date
06	57991	Switzerland	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57990	Tajikistan	Granted	201100413	August 29, 2009	20490	November 28, 2014
06	57990	Turkmenistan	Granted	201100413	August 29, 2009	20490	November 28, 2014
06	57991	Turkey	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
06	57991	United Kingdom	Granted	09810708.9	August 29, 2009	2337575	April 13, 2016
07	57192	United States	Granted	12/740571	May 4, 2010	9682061	June 20, 2017
07	56467	WIPO (PCT)	Nat. Phase	PCT/US10/32441	April 26, 2010		
07	58680	Australia	Granted	2010245097	April 26, 2010	2010245097	December 3, 2015
07	58681	Brazil	Pending	PI1014767-5	April 26, 2010		
07	58682	Canada	Pending	2760159	April 26, 2010		

Patent Family	Attorney Docket No.	Jurisdiction	Status	Application No.	Filing Date	Patent No.	Grant Date
07	58684	Europe (EPC)	Pending	10772493.2	April 26, 2010		
07	58685	India	Pending	7781/CHENP/2011	April 26, 2010		
08	59065	United States	Granted	13/389993	February 24, 2012	8901072	December 2, 2014
08	56468	WIPO (PCT)	Nat. Phase	PCT/US10/45201	August 11, 2010		
09	59634	United States	Granted	13/559060	July 26, 2012	8815535	August 26, 2014
09	59633	WIPO (PCT)	Nat. Phase	PCT/US2012/04832 ⁹	July 26, 2012		
09	61390	Europe (EPC)	Granted	12817566.8	July 26, 2012	2737077	November 16, 2016
09	61390	France	Granted	12817567.8	July 27, 2012	2737078	November 16, 2016
09	61390	Germany	Granted	12817568.8	July 28, 2012	2737079	November 16, 2016
09	61390	Italy	Granted	12817569.8	July 29, 2012	2737080	November 16, 2016

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

Patent Family	Attorney Docket No.	Jurisdiction	Status	Application No.	Filing Date	Patent No.	Grant Date
012	60939	WIPO (PCT)	Nat. Phase	PCT/US2014/05309 3	August 28, 2014		
012	EP16-0262A	Europe (EPC)	Pending	14840699.4	August 28, 2014		
013	2015-63090	United States	Granted	14/801303	July 16, 2015	9649352	July 16, 2015
013		United States	Pending	15/439206	February 22, 2017		
013	WO15-63091	WIPO (PCT)	Nat. Phase	PCT/US2015/04073 6	July 16, 2015		
013		Australia	Pending	2015289602	July 16, 2015		
013		Brazil	Pending	112017000898-0	July 16, 2015		
013		Canada	Pending	2955256	July 16, 2015		

Patent Family	Attorney Docket No.	Jurisdiction	Status	Application No.	Filing Date	Patent No.	Grant Date
013		China P.R.	Pending	201580050059.4	July 16, 2015		
013		Eurasia (EAPC)	Pending	201700019	July 16, 2015		
013		Europe (EPC)	Pending	15821589.7	July 16, 2015		
013		India	Pending	201717005135.0	July 16, 2015		
013		Japan	Pending	2017-502141	July 16, 2015		
013		Mexico	Pending	MX/a/2017/000676	July 16, 2015		
013		New Zealand	Pending	728401	July 16, 2015		

Patent Family	Attorney Docket No.	Jurisdiction	Status	Application No.	Filing Date	Patent No.	Grant Date
O14	REMPLEX.126A	United States	Pending	15/436391	February 17, 2017		
O14	REMPLEX.126W O	WIPO (PCT)	Pending	PCT/US2017/01834 O	February 17, 2017		
O15	REMPLEX.132PR	United States	Pending	62/444245	January 9, 2017		

PATENT

REEL: 048407 FRAME: 0938