

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5555084

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RESPIVANT SCIENCES LTD.	11/29/2018
RECEIVING PARTY DATA		
Name:	RESPIVANT SCIENCES GMBH	
Street Address:	VIADUKTSTRASSE 8	
City:	CH-4051 BASEL	
State/Country:	SWITZERLAND	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16280837
CORRESPONDENCE DATA		
Fax Number:		
<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>		
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Correspondent Name:	MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO, P.C.	
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ATTORNEY DOCKET NUMBER:	054186-505C01US	
NAME OF SUBMITTER:	MRIDULA P. SHERIN	
SIGNATURE:	/Mridula P. Sherin/	
DATE SIGNED:	06/04/2019	
Total Attachments: 11		
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EXHIBIT A

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") is by and between Respivant Sciences Ltd, an exempted limited liability company incorporated under the laws of Bermuda, with offices at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda ("Contributor") and Respivant Sciences GmbH, a Switzerland limited liability company, having an address of Viaduktstrasse 8, CH-4051 Basel, Switzerland ("Recipient"). Each of the Contributor and the Recipient are referred to in this Agreement as a "party" and together as the "parties".

WHEREAS, Contributor and Recipient have entered that certain Asset Contribution Agreement dated November 28th, 2018 (the "Asset Contribution Agreement") pursuant to which Contributor transferred, assigned, conveyed, granted and delivered to Recipient and Recipient accepted from Contributor certain Assigned Assets, including the Contributor's rights, title, claims and interest in and to the patents and patent applications, including provisional patent applications set forth on Schedule A hereto.

WHEREAS, Contributor and Recipient desire to confirm and effectuate such assignment of the Assigned Patents (as defined below) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Asset Contribution Agreement.

2. Assignment. Contributor does hereby irrevocably sell, assign, transfer, convey, grant and set over unto Recipient, its legal representatives, successors, and assigns Contributor's entire right, title, claim and interest that exists today or may exist in the future in and to (i) all national, regional and international patents and patent applications, including provisional patent applications, set forth on Schedule A attached hereto (the "Patents"), and the inventions disclosed in such Patents, (ii) any and all patent applications filed from such Patents or from an application claiming priority from any of such Patents, or based in whole or in part on such inventions disclosed in such Patents, including divisionals, continuations, continuations-in-part, substitutions, provisionals, converted provisionals, and continued prosecution applications, (iii) any and all patents that have issued or been granted or in the future issue or are granted in the United States or any other jurisdiction from the Patents and the patents and patent applications described in clause (ii), including utility models, petty patents and design patents and certificates of invention and (iv) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations, supplemental examinations, inter partes reviews, post-grant reviews, oppositions and other existing or future post-issuance proceedings, and extensions (including future pending or issued unexpired patent term extension or supplemental protection certificate or equivalent extension right) of the Patents or the patents or patent applications described in the foregoing clauses (ii) and/or (iii); and (v) all

rights under the International Convention for the Protection of Industrial Property ((i) through (v), collectively, the "Assigned Patents"). The rights granted by Contributor to Recipient under the Assigned Patents shall include, without limitation, all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Patents, including the right to any damages accrued for infringement of the Assigned Patents prior to the date of this Agreement, the right to any extension, supplemental protection certificate or equivalent extension right (including the right to rely upon any activities of Contributor before any regulatory authority for purposes of obtaining any extension, supplemental protection certificate or equivalent extension right), and all goodwill associated with such Assigned Patents. The assignment of rights under the Assigned Patents set forth in this Section 2 shall be held and enjoyed by Recipient, its successors and assigns for its and their own use and benefit to the full end of the term for the Assigned Patents (as may be granted or extended) from and after the date of such assignment as fully and entirely as the same would have been held and enjoyed by Contributor had such assignment not been made.

3. Acceptance of Assignment. As of November 28th, 2018, Recipient hereby receives and accepts the assignment, transfer, conveyance, grant and set over of the rights and properties hereby assigned, transferred and conveyed to it herein from Contributor.

4. Further Assurances. Contributor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement. Furthermore, Contributor will, at any time upon request, without further or additional consideration, but at the expense of Recipient, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things as Recipient may deem necessary or desirable to transfer to Assignee the Assigned Patents and the inventions disclosed in the Assigned Patents, to vest and confirm in Assignee the legal title to the Assigned Patents, and to perfect Recipient's enjoyment of this grant. Contributor will render all necessary assistance in making application for or obtaining original patents or applications, continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, for such Assigned Patents, and in enforcing any rights or choses in action accruing in connection with such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of Contributor and Recipient. The undersigned requests that any patents that may be issued on the Assigned Patents or any invention disclosed in the Assigned Patents be issued to Recipient, its legal representatives, successors or assigns, as an owner of the entire right, title and interest in and to such patent and the Assigned Patents covered thereby.

5. Recordation. Contributor hereby consents to, requests and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all letters patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Assigned Patents and the inventions disclosed in the Assigned Patents in the name of Recipient, as the Recipient to the entire interest therein. Recipient shall have the right to file patent applications included in the Assigned Patents in any country.

6. Entire Agreement. This Agreement, together with the Asset Contribution Agreement, constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement and the Asset Contribution Agreement.

7. Amendments and Waiver. No modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

9. Governing Law. This Agreement and all matters relating thereto and arising therefrom shall be governed by, administered under and construed in accordance with the laws of the State of New York, and the patent laws of the United States, without reference to provisions of conflicts of laws, and the courts of the County of New York of the State of New York shall have exclusive jurisdiction with respect thereto.

10. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

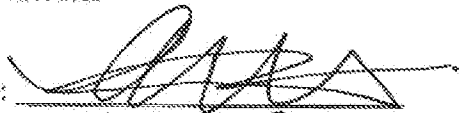
11. Counterparts. This Agreement may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument. The signatures of both parties need not appear on the same document. The delivery of signed counterparts by facsimile or email transmission that includes a copy of a sending party's signature is as effective as signing and delivering the counterpart in person.

12. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the date set forth above.

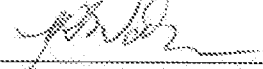
Respivant Sciences Ltd.
Contributor

By: 
Name: MARIANNE L. RIMB
Title: Head, Global Transactions & Risk Mgmt
Date: 29 Nov 2018
Place: BERMUDA


WITNESS 1:

By: 
Name: LEANNE SMITH

WITNESS 2:

By: 
Name: KATHLEEN VALIER

Respivant Sciences GmbH
Recipient

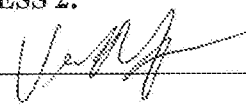
By: 
Name: Ruben Masar
Title: Secretary of the Board
Date: 28 Nov 2018
Place: Gland, Switzerland

WITNESS 1:

By: V. Keller

Name: Vera Keller

WITNESS 2:

By: 

Name: Vera Portmann

SCHEDULE A**(to Patent Assignment Agreement)**

Title	Country	App. No.	Filing Date	Status	Patent No.	Grant Date
SYSTEMIC FAMILY						
METHOD FOR THE TREATMENT OF MAST CELL DISORDERS WITH MAST CELL STABILIZERS	US	61/937,928	Feb 10, 2014	Expired	N/A	N/A
METHOD FOR THE TREATMENT OF MAST CELL DISORDERS WITH MAST CELL STABILIZERS	US	61/971,709	Mar 28, 2014	Expired	N/A	N/A
METHOD FOR THE TREATMENT OF MAST CELL DISORDERS WITH MAST CELL STABILIZERS	US	61/978,711	Apr 11, 2014	Expired	N/A	N/A
METHODS FOR THE TREATMENT OF SYSTEMATIC DISORDERS TREATABLE WITH MAST CELL STABILIZERS, INCLUDING MAST CELL RELATED DISORDERS	US	62/105,423	Jan 20, 2015	Expired	N/A	N/A
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	PCT	PCT/US15/15029	Feb 9, 2015	Expired	N/A	N/A
METHODS FOR THE TREATMENT OF SYSTEMIC DISORDERS TREATABLE WITH MAST CELL STABILIZERS, INCLUDING MAST CELL RELATED DISORDERS	US	14/617,130	Feb 9, 2015	Abandoned		
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	US	15/117,711	Feb 9, 2015	Issued	9,962,363	May 8, 2018

Title	Country	App. No.	Filing Date	Status	Patent No.	Grant Date
METHODS FOR THE TREATMENT OF SYSTEMIC DISORDERS TREATABLE WITH MAST CELL STABILIZERS, INCLUDING MAST CELL RELATED DISORDERS	US	14/686,535	Apr 14, 2015	Issued	9,265,749	Feb 23, 2016
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	US	15/232,731	Aug 9, 2016	Issued	9,707,206	Jul 18, 2017
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	US	15/621,857	Jun 13, 2017	Issued	9,968,586	May 15, 2018
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	US	15/957,719	Apr 19, 2018	Pending		
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	US	15/957,724	Apr 19, 2018	Pending		
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	AU	2015213678	Feb 9, 2015	Issued	2015213678	Feb 1, 2018
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	AU	2018200429	Feb 9, 2015	Pending		
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	CA	2,938,994	Feb 9, 2015	Pending		
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	CN	201580018280.1	Sep 9, 2016	Pending		
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	EP	15745862.1	Aug 12, 2016	Pending		
MAST CELL STABILIZERS TREATMENT FOR SYSTEMIC DISORDERS	JP	2016-568473	Aug 9, 2016	Pending		

Title	Country	App. No.	Filing Date	Status	Patent No.	Grant Date
LUNG FAMILY						
METHODS FOR THE TREATMENT OF LUNG DISEASES WITH MAST CELL STABILIZERS	US	62/105,453	Jan 20, 2015	Expired	N/A	N/A
MAST CELL STABILIZERS FOR LUNG DISEASE TREATMENT	PCT	PCT/US15/01503 3	Feb 9, 2015	Expired	N/A	N/A
METHODS FOR THE TREATMENT OF LUNG DISEASES WITH MAST CELL STABILIZERS	US	14/617,221	Feb 9, 2015	Abandoned		
MAST CELL STABILIZERS FOR LUNG DISEASE TREATMENT	US	15/117,712	Aug 9, 2016	Pending		
METHODS FOR THE TREATMENT OF LUNG DISEASES WITH MAST CELL STABILIZERS	US	15/232,747	Aug 9, 2016	Pending		
MAST CELL STABILIZERS FOR LUNG DISEASE TREATMENT	AU	2015213681	Aug 9, 2016	Pending		
METHODS FOR THE TREATMENT OF LUNG DISEASES WITH MAST CELL STABILIZERS	CA	2,938,996	Feb 9, 2015	Pending		
MAST CELL STABILIZERS FOR LUNG DISEASE TREATMENT	CN	201580018215.9	Sep 30, 2016	Pending		
MAST CELL STABILIZERS FOR LUNG DISEASE TREATMENT	EP	15746049.4	Aug 12, 2016	Pending		
MAST CELL STABILIZERS FOR LUNG DISEASE TREATMENT	JP	2016-568475	Aug 9, 2016	Pending		

Title	Country	App. No.	Filing Date	Status	Patent No.	Grant Date
COMBINATIONS FAMILY						
COMBINATION THERAPIES FOR THE TREATMENT OF LUNG DISEASES	US	62/193,386	Jul 16, 2015	Expired	N/A	N/A
COMBINATION THERAPIES FOR THE TREATMENT OF LUNG DISEASES	PCT	PCT/US16/04243 7	Jul 15, 2016	Expired	N/A	N/A
ADDITIONAL INDICATIONS FAMILY						
METHODS FOR THE TREATMENT OF MAST CELL RELATED DISORDERS WITH	US	62/202,552	Aug 7, 2015	Expired	N/A	N/A
METHODS FOR THE TREATMENT OF MAST CELL RELATED DISORDERS WITH	PCT	PCT/US16/45804	Aug 5, 2016	Expired	N/A	N/A
METHODS FOR THE TREATMENT OF MAST CELL RELATED DISORDERS WITH	US	15/750,809	Feb 6, 2018	Pending		
METHODS FOR THE TREATMENT OF MAST CELL RELATED DISORDERS WITH	EP	16751790.3	Aug 5, 2016	Pending		
BIOMARKERS FAMILY						
METHODS FOR THE TREATMENT OF SYSTEMIC DISORDERS TREATABLE WITH MAST CELL STABILIZERS, INCLUDING MAST CELL RELATED DISORDERS	US	62/202,578	Aug 7, 2015	Expired	N/A	N/A
METHODS FOR THE TREATMENT OF SYSTEMIC DISORDERS TREATABLE WITH MAST CELL STABILIZERS, INCLUDING MAST CELL RELATED DISORDERS	PCT	PCT/US16/45849	Aug 5, 2016	Pending	N/A	N/A

Title	Country	App. No.	Filing Date	Status	Patent No.	Grant Date
METHODS FOR THE TREATMENT OF SYSTEMIC DISORDERS TREATABLE WITH MAST CELL STABILIZERS, INCLUDING MAST CELL RELATED DISORDERS	US	15/750,811	Feb 2, 2018	Pending		
CHRONIC COUGH/IPF FAMILY						
CROMOLYN COMPOSITIONS FOR TREATMENT OF CHRONIC COUGH DUE TO IDIOPATHIC PULMONARY FIBROSIS	US	62/381,914	Aug 31, 2016	Expired	N/A	N/A
CROMOLYN COMPOSITIONS FOR TREATMENT OF CHRONIC COUGH DUE TO IDIOPATHIC PULMONARY FIBROSIS	US	62/417,898	Nov 4, 2016	Expired	N/A	N/A
CROMOLYN COMPOSITIONS FOR TREATMENT OF CHRONIC COUGH DUE TO IDIOPATHIC PULMONARY FIBROSIS	PCT	PCT/US17/49205	Aug 29, 2017	Pending	N/A	N/A
CROMOLYN COMPOSITIONS FOR TREATMENT OF CHRONIC COUGH DUE TO IDIOPATHIC PULMONARY FIBROSIS	US	15/887,825	Feb 2, 2018	Pending		
CROMOLYN COMPOSITIONS FOR TREATMENT OF CHRONIC COUGH DUE TO IDIOPATHIC PULMONARY FIBROSIS	US	15/887,830	Feb 2, 2018	Pending		
IPF FAMILY						
CROMOLYN COMPOSITIONS FOR TREATMENT OF PULMONARY FIBROSIS	US	62/405,587	Oct 7, 2016	Expired	N/A	N/A
CROMOLYN COMPOSITIONS FOR TREATMENT OF PULMONARY FIBROSIS	US	62/417,887	Nov 4, 2016	Pending	N/A	N/A

Title	Country	App. No.	Filing Date	Status	Patent No.	Grant Date
CROMOLYN COMPOSITIONS FOR TREATMENT OF PULMONARY FIBROSIS	PCT	PCT/US17/53327	Sep 25, 2017	Pending	N/A	N/A
LIVER FIBROSIS FAMILY						
CROMOLYN COMPOSITIONS FOR TREATMENT OF HEPATIC FIBROSIS	US	62/680,144	Jun 4, 2018	Pending	N/A	N/A