

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5638227

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSET PURCHASE	
CONVEYING PARTY DATA		
	Name	Execution Date
	PROMIUS PHARMA, LLC	07/11/2019
RECEIVING PARTY DATA		
Name:	UPSHER-SMITH LABORATORIES, LLC	
Street Address:	6701 EVENSTAD DRIVE N.	
City:	MAPLE GROVE	
State/Country:	MINNESOTA	
Postal Code:	55369	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15011357
CORRESPONDENCE DATA		
Fax Number:	(612)305-1228	
<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:	6123051220	
Email:	cberling@mrgiplaw.com	
Correspondent Name:	MUETING, RAASCH & GEBHARDT, P.A.	
Address Line 1:	111 THIRD AVENUE SOUTH - SUITE 350	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55401	
ATTORNEY DOCKET NUMBER:	0274.000104US01	
NAME OF SUBMITTER:	LAURA N. ARNESON	
SIGNATURE:	/Laura N. Arneson/	
DATE SIGNED:	07/26/2019	
Total Attachments: 5		
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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment Agreement") is made this 19th day of July, 2019 (the "Effective Date"), by and between Promius Pharma, LLC, a Delaware limited liability company ("Assignor"), and Upsher-Smith Laboratories, LLC, a Minnesota limited liability company ("Assignee"). Unless otherwise specifically provided herein, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 13, 2019 (as may be amended from time to time, the "Asset Purchase Agreement") by and among Assignor, Assignee and Dr. Reddy's Laboratories Ltd., Assignor has agreed to assign to Assignee certain patents and patent applications described in Exhibit A, attached hereto and made a part hereof (the "Patents"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee desires to purchase from Assignor, and Assignor has agreed to sell, all right, title and interest in and to the Patents as of the Effective Date;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Conveyance and Acceptance of Patents. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignor hereby, irrevocably, without reservation, sells, transfers, grants, assigns and conveys to Assignee, free and clear of all Encumbrances other than the Permitted Encumbrances, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the Patents, together with the goodwill of the business symbolized by the Patents, and any and all other rights, privileges, and priorities provided under applicable law associated with respect to the Patents, including, but not limited to, the right of priority, the rights to any extension or renewal of any registration or application, the right to sue for present, past, and future infringement, the rights to use or abandon, the right to make derivative works, the right to reproduce in all formats, and the right to collect and retain any proceeds therefrom.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any other official of any other applicable governmental authority to record Assignee as the assignee and owner of the Patents, and to issue any and all registrations from any and all applications for registration included in the Patents in and to the name of Assignee.

3. Further Assurances. Assignor shall execute and deliver such additional documents, instruments, conveyances and assurances, prepared by Assignee, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment Agreement, including the recordation of this Agreement and perfection of Assignee's interest in and to the Patents.

4. Purchase Agreement Controls. Nothing in this Assignment Agreement shall be deemed to supersede, diminish, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control.

5. Assignment; Governing Law; Jurisdiction. This Assignment Agreement and the provisions herein contained shall be binding upon and inure to the benefit of Assignor, Assignee and their

respective successors and assigns. The provisions of Section 11.08 (Governing Law; Jurisdiction) of the Asset Purchase Agreement shall apply to this Assignment Agreement.

6. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement.

[Remainder of this page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives have executed this Patent Assignment Agreement to be effective as of the date first set above.



PROMIUS PHARMA, LLC

By: [Signature]

Title: ANIL NAMBOODIRIPAD Ph.D.
PRESIDENT, PROMIUS PHARMA

Subscribed and sworn to me on
This 11 day of July, 2019

[Signature]
Notary Public

MELISSA FIORE
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2403494
My Commission Expires 12/29/2020

UPSHER-SMITH LABORATORIES, LLC

By: _____

Title: Benjamin R. Field, IV, CEO

Subscribed and sworn to me on
This ___ day of _____ 2019

Notary Public

Signature Page to Patent Assignment (Promius)

PATENT
REEL: 049878 FRAME: 0275

IN WITNESS WHEREOF, the parties, through their duly authorized representatives have executed this Patent Assignment Agreement to be effective as of the date first set above.

PROMIUS PHARMA, LLC

By: _____

Title: _____

Subscribed and sworn to me on
This ____ day of _____ 2019

Notary Public

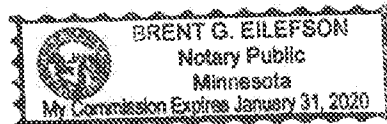
UPSHER-SMITH LABORATORIES, LLC

By: B. R. Field

Title: Benjamin R. Field, IV, CEO and President

Subscribed and sworn to me on
This 17 day of July 2019

B. G. Eilefson
Notary Public



Signature Page to Patent Assignment (Promius)

PATENT
REEL: 049878 FRAME: 0276

EXHIBIT A

Patents

ZEMBRACE

Country	Status	Application No.	Filing Date	Patent No.	Grant Date
US	Pending	15/011,357	29-Jan-2016	-	-