

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5638676

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET PURCHASE
CONVEYING PARTY DATA	
Name	Execution Date
DR. REDDY'S LABORATORIES LTD.	07/17/2019
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: 5	
Property Type	Number
Patent Number:	9211282
Patent Number:	9610280
Patent Number:	9974770
Application Number:	16125337
Application Number:	15924881
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:	0274.000094US90
NAME OF SUBMITTER:	LAURA N. ARNESON
SIGNATURE:	/Laura N. Arneson/
DATE SIGNED:	07/26/2019
Total Attachments: 5	
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PATENT

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ASSIGNMENT OF PATENTS

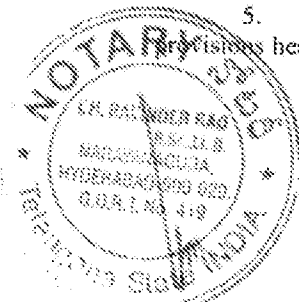
This ASSIGNMENT OF PATENTS (this "Assignment Agreement") is made this 19th day of July, 2019 (the "Effective Date"), by and between Dr. Reddy's Laboratories Ltd, an Indian company ("Assignor"), and Upsher-Smith Laboratories, LLC, a Minnesota limited liability company ("Assignee"). Unless otherwise specifically 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 Promius Pharma, LLC, 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:

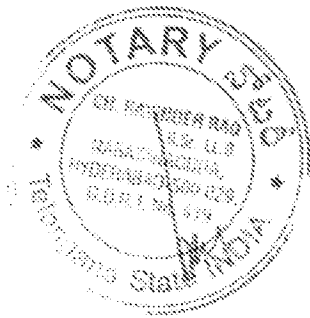
- 1. Conveyance and Acceptance of Patents.** Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignor hereby, irrevocably, without reservation, sells, transfers, grants, assigns and conveys to Assignee, free and clear of all Encumbrances other than the Permitted Encumbrances, 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 Assignment Agreement on the date first set above.

DR. REDDY'S LABORATORIES, LTD.

By: EREZ ISRAELI

Title: CHIEF OPERATING OFFICER

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

Notary Public

UPSHER-SMITH LABORATORIES, LLC

By: _____

Title: _____

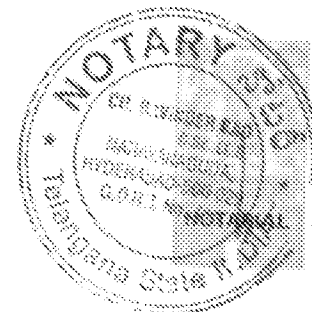
Subscribed and sworn to me on
This _____ day of _____ 2019

Dr. Ravinder RAO
ATTESTED

Notary Public

CH. RAVINDER RAO
CH. RAVINDER RAO
ADVOCATE B.Sc. LL.B.
NOTARY Appointed by Govt. of T.S.
1-5-923, NARAYANGUDA, HYDERABAD-29
My Commission Expired on 15-3-2021
G.O. No. 419,
Cell: 9849211327

11 7 JUL 2019



[Signature Page to Assignment of Patents]

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.

DR. REDDY'S LABORATORIES LIMITED


By: _____

Title: _____

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

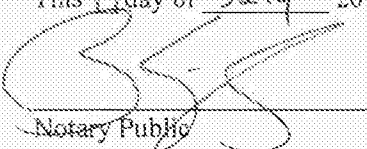
Notary Public

UPSHER-SMITH LABORATORIES, LLC

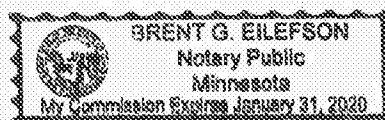
By: 

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

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



Notary Public



Signature Page to Patent Assignment (DRL)

PATENT
REEL: 049878 FRAME: 0898

EXHIBIT A

Patents

TOSYMRA
Patent Family-1:

Country	Status	Application No.	Filing Date	Patent No.	Grant Date
PCT	Abandoned	PCT/US2010/038838	16-Jun-2010	-	-
PCT	Published	PCT/IB2010/001708	17-Jun-2010	Nationalized	-
US	Expired	61/292,206	5-Jan-2010	-	-
US	Expired	61/292,213	5-Jan-2010	-	-
US	Abandoned	12/816,904	16-Jun-2010	-	-
US	Granted	12/817,740	17-Jun-2010	US 9,211,282	15-Dec-2015
US	Granted	14/925,564	28-Oct-2015	US 9,610,280	04-Apr-2017
US	Granted	15/434,814	16-Feb-2017	US 9,974,770	22-May-2018
US	Pending	15/924,881	19-Mar-2018	-	-
Australia	Granted	2010299607A1	17-Jun-2010	AU2010299607B2	10-Nov-2016
Japan	Granted	2012-530344	17-Jun-2010	JP5845183B2	20-Jan-2016
EPO*	Granted	20100743228	17-Jun-2010	EP2480197B1	11-Nov-2015
Mexico	Granted	2012003519	17-Jun-2010	MX338110	01-Apr-2016
Korea	Granted	1020127008650	17-Jun-2010	KR101646079B1	06-Jun-2016
New Zealand	Granted	599344A1	17-Jun-2010	NZ599344	27-Feb-2015
South Africa	Granted	20100743228	17-Jun-2010	ZA2012/02168	27-Dec-2012
Canada	Granted	2775404	17-Jun-2010	CA2775404C	03-Jan-2017

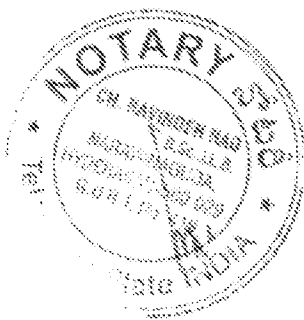
*EP patent validated in Austria, Belgium, Switzerland, Czech, Germany, Denmark, Spain, France, United Kingdom, and Italy

Patent Family-2:

Country	Status	Application No.	Filing Date	Patent No.	Grant Date
US	Pending	16/125,337	07-Sep-2018	-	-

ZEMBRACE

Country	Status	Application No.	Filing Date	Patent No.	Grant Date
PCT	Nationalized	PCT/US2016/015961	1-Feb-2016	-	-
EPO	Pending	16706279.3	1-Feb-2016	-	-
Canada	Pending	CA2994748	1-Feb-2016	-	-
Mexico	Pending	Mx/a/2018/001528	1-Feb-2016	-	-



RECORDED: 07/26/2019

PATENT
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