

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5640973

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the CONVEYING PRTY TO NEWMARKET PHARMACEUTICALS LLC AND RECEIVING PRTY TO VETBRIDGE PRODUCT DEVELOPMENT SUBSIDIARY I (NM-OMP), LLC previously recorded on Reel 047254 Frame 0898. Assignor(s) hereby confirms the THE EXCLUSIVE DISTRIBUTION AND LICENSE AGREEMENT..
<b>RESUBMIT DOCUMENT ID:</b>	505592097

**CONVEYING PARTY DATA**

Name	Execution Date
NEWMARKET PHARMACEUTICALS LLC	06/27/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	VETBRIDGE PRODUCT DEVELOPMENT SUBSIDIARY I (NM-OMP), LLC
<b>Street Address:</b>	2345 GRAND BLVD., SUITE 2800
<b>City:</b>	KANSAS CITY
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	64108

**PROPERTY NUMBERS Total: 9**

Property Type	Number
Application Number:	61437763
Application Number:	14275019
Application Number:	14275031
Application Number:	61674435
Application Number:	61678355
Application Number:	61641509
Application Number:	14398085
Application Number:	16014290
Patent Number:	8722636

**CORRESPONDENCE DATA**

**Fax Number:** (913)451-0875

*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.*

**Phone:** 9134515130

**Email:** tdunkin@lathropgage.com

**Correspondent Name:** A. JUSTIN POPLIN, LATHROP GAGE L.L.P.

**Address Line 1:** 10851 MASTIN BLVD.  
**Address Line 2:** SUITE 1000  
**Address Line 4:** OVERLAND PARK, KANSAS 66210

<b>ATTORNEY DOCKET NUMBER:</b>	551767
<b>NAME OF SUBMITTER:</b>	TAMMY DUNKIN
<b>SIGNATURE:</b>	/Tammy Dunkin/
<b>DATE SIGNED:</b>	07/29/2019

**Total Attachments: 7**

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## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 23, 2018

PTAS

A. JUSTIN POPLIN, LATHROP GAGE L.L.P.  
10851 MASTIN BLVD.  
SUITE 1000  
OVERLAND PARK, KS 66210

# 505007710

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/17/2018

REEL/FRAME: 047254/0898  
NUMBER OF PAGES: 6

BRIEF: EXCLUSIVE DISTRIBUTION AND LICENSE AGREEMENT

DOCKET NUMBER: 551767

ASSIGNOR:

VETBRIDGE PRODUCT DEVELOPMENT  
SUBSIDIARY

DOC DATE: 06/27/2014

ASSIGNEE:

NEWMARKET PHARMACEUTICALS LLC  
4 PITCAIRN AVE  
TRENTON, NEW JERSEY 08628

APPLICATION NUMBER: 13343692

PATENT NUMBER: 8722636

TITLE: ANIMAL TREATMENTS

FILING DATE: 01/04/2012

ISSUE DATE: 05/13/2014

APPLICATION NUMBER: 14275019

PATENT NUMBER: 10022361

TITLE: ANIMAL TREATMENTS

FILING DATE: 05/12/2014

ISSUE DATE: 07/17/2018

APPLICATION NUMBER: 14275031

PATENT NUMBER: 9402835

TITLE: ANIMAL TREATMENTS

FILING DATE: 05/12/2014

ISSUE DATE: 08/02/2016

APPLICATION NUMBER: 14398085 FILING DATE: 10/30/2014  
PATENT NUMBER: 10064849 ISSUE DATE: 09/04/2018  
TITLE: PHARMACEUTICAL COMPOSITIONS FOR DIRECT SYSTEMIC INTRODUCTION

APPLICATION NUMBER: 16014290 FILING DATE: 06/21/2018  
PATENT NUMBER: ISSUE DATE:  
TITLE: ANIMAL TREATMENTS

APPLICATION NUMBER: 61437763 FILING DATE: 01/31/2011  
PATENT NUMBER: ISSUE DATE:  
TITLE: EQUINE TREATMENTS

APPLICATION NUMBER: 61641509 FILING DATE: 05/02/2012  
PATENT NUMBER: ISSUE DATE:  
TITLE: ANIMAL TREATMENTS

APPLICATION NUMBER: 61674435 FILING DATE: 07/23/2012  
PATENT NUMBER: ISSUE DATE:  
TITLE: ANIMAL TREATMENTS

APPLICATION NUMBER: 61678355 FILING DATE: 08/01/2012  
PATENT NUMBER: ISSUE DATE:  
TITLE: ANIMAL TREATMENTS

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5054458

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EXCLUSIVE DISTRIBUTION AND LICENSE AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VETBRIDGE PRODUCT DEVELOPMENT SUBSIDIARY	06/27/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NEWMARKET PHARMACEUTICALS LLC
<b>Street Address:</b>	4 PITCAIRN AVE
<b>City:</b>	TRENTON
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08628
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	61437763
Application Number:	14275019
Application Number:	14275031
Application Number:	61674435
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Application Number:	16014290
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<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(913)451-0875
<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>	
<b>Phone:</b>	913-451-5130
<b>Email:</b>	tdunkin@lathropgage.com
<b>Correspondent Name:</b>	A. JUSTIN POPLIN, LATHROP GAGE L.L.P.
<b>Address Line 1:</b>	10851 MASTIN BLVD.
<b>Address Line 2:</b>	SUITE 1000
<b>Address Line 4:</b>	OVERLAND PARK, KANSAS 66210
<b>ATTORNEY DOCKET NUMBER:</b>	551767
<b>NAME OF SUBMITTER:</b>	TAMMY DUNKIN

## EXCLUSIVE DISTRIBUTION AND LICENSE AGREEMENT

Effective June 27<sup>th</sup> 2014, 2014 ("Effective Date"), VetBridge Product Development Subsidiary I (NM-OMP), LLC, a to-be-formed limited liability company of the state of Missouri ("VB-NM-OMP" or "Distributor") and NewMarket Pharmaceuticals LLC, a limited liability company of the state of Delaware ("Manufacturer") agree ("Agreement") as follows:

### 1. DISTRIBUTION AND PRODUCT DEVELOPMENT.

(a) **Exclusive Appointment of VB-NM-OMP.** Manufacturer appoints VB-NM-OMP as the sole and exclusive authorized wholesale distributor and reseller to advertise, promote, market, distribute, supply, and sell ("Distribute" or "Distribution") Manufacturer's Products identified in Section 1(b) in the Field identified in Section 1(c) and the Territory identified in Section 2. For the absence of doubt, Manufacturer shall sell exclusively to Distributor and shall not sell otherwise including to other distributors, veterinarians, or animal owners. Distributor shall have the exclusive right to appoint sub-distributors to distribute Products in the Territory.

(b) **Products.** The "Products" are (i) Manufacturer's products which are rapidly dissolving formulations of omeprazole, including omeprazole direct systemic introduction (DSI) compositions for use in all non-human animals including especially equine animals, (ii) revisions, alterations, or improvements to the Products, and (iii) new veterinary products developed by Manufacturer in the Field. Exhibit A provides a listing of Products and shall be deemed to be automatically amended from time to time by Distributor, upon written notice to Manufacturer, to include revisions, alterations, line extensions or improvements to the Products, and new veterinary products developed by Manufacturer in the Field, unless such revisions, alterations, line extensions, improvements or new products are expressly excluded from the scope of the Products by either Manufacturer or VB-NM-OMP providing written notice to the other.

(c) **Field.** The "Field" shall include the veterinary use of rapidly dissolving formulations of omeprazole in all non-human animals including especially horses and other equine animals.

(d) **Product Development.** Subject to terms and conditions set forth herein including in Exhibit B, and in exchange for the benefits set forth herewith including the exclusive arrangement for both distribution and licensing, VB-NM-OMP shall provide funding for the development of the Products. All funding resources contributed by VB-NM-OMP shall be used solely for direct expenses related to the development of the Products. Any use of funds by Manufacturer contrary to this provision shall provide VB-NM-OMP with the right to immediate repayment from Manufacturer of all monies paid to Manufacturer by VB-NM-OMP. The funding by VB-NM-OMP may take the form of cash payments, in-kind contributions, or payments made on behalf of another party.

10. INTELLECTUAL PROPERTY.

(c) **Manufacturer IP License.** To the extent applicable, Manufacturer hereby grants VB-NM-OMP, in connection with the Distribution of the Products in the Territory, an exclusive, transferable, perpetual, and royalty-free right and license to use, sell, offer for sale, import, and Distribute, with right to sub-license (i) the Manufacturer IP associated with the Products including but not limited to such as set forth in Exhibit C, (ii) if applicable, any software and related technology (collectively, the "**Product Software**"), and (iii) such other Manufacturer IP as Manufacturer may inform VB-NM-OMP in writing. Manufacturer agrees not to assert any IP against VB-NM-OMP unless the same has been identified prospectively to VB-NM-OMP in writing before the Effective Date, so long as this Agreement is in force.

(j) **Entire Agreement.** This Agreement and its Exhibits constitute the entire agreement between the parties, and supersede all prior oral and written agreements and understandings between the parties. This Agreement cannot be modified or amended, except in writing signed by all parties. In the event of any inconsistency between this Agreement and its Exhibits, this Agreement shall control. For avoidance of doubt, this Agreement supersedes the Letter of Intent of May 14, 2014.

(k) **Governing Law and Jurisdiction.** This Agreement shall be governed by Missouri law without consideration of conflict of laws principles.

(l) **Counterparts and Facsimile.** This may be signed in counterpart and facsimile.

16. SIGNATURES.

Accepted and agreed:

Date: June 27, 2014

NEWMARKET PHARMACEUTICALS LLC

By: [Signature]

Print Name: Maile Bechtel

Title: President

Date: June 27<sup>th</sup>, 2014

VETBRIDGE PRODUCT DEVELOPMENT  
SUBSIDIARY I (NM-OMP), LLC

By: [Signature]

Print Name: Kevin Eulitz

Title: President



**EXHIBIT C**

**MANUFACTURER IP**

Manufacturer IP shall include such items as set forth in the Agreement including Patent Rights. The Patent Rights shall include those of the Manufacturer listed below..

"Patent Rights" shall include all patents and patent applications, and all divisionals, continuations, continuations-in-part, counterparts, re-examinations, reissues, extensions, registrations, and supplementary or complementary certificates and the like, both domestic and foreign, and items which claim the benefit of priority to any of the foregoing. For avoidance of doubt, "Patent Rights" shall mean all patent rights whether in whole or in part, directly or indirectly owned, licensed, and/or optioned (with the right to grant sub-licenses) by the indicated party or an affiliate thereof, as of the Effective Date or during the term of this Agreement, which relate to Products, and their development, manufacture, or use in the Field and in the Territory. Patent Rights obtained or acquired by, or licensed to the indicated party or an affiliate thereof during the term of this Agreement shall be considered added automatically.

- 1. NewMarket Pharmaceuticals LLC.
  - a. Patent Rights including at least the items listed in Table C1.

Table C1.

<i>Item</i>	<i>Country</i>	<i>Patent Application or Patent No.</i>	<i>Filing Date</i>	<i>Title</i>
1	US	61437763	January 31, 2011	
2	US	13/343,692, issued as 8,722,636	January 4, 2012; issued May 13, 2014	Animal treatments
3	US	14/275,019	May 12, 2014	
4	US	14/275,031	May 12, 2014	
5	WO	PCT/US2012/020242	January 4, 2012	
6	US	61/674,435	23.07.2012	
7	US	61/678,355	01.08.2012	
8	US	61/641,509	02.05.2012	
9	WO	PCT/US2012/070031	Dec. 17, 2012	Pharmaceutical compositions for direct systemic introduction

- b. NewMarket's Licensed Rights: \_\_\_\_\_ [to be completed] \_\_\_\_\_.