

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5714085

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
INSYS DEVELOPMENT COMPANY, INC.		08/29/2019
RECEIVING PARTY DATA		
Name:	HIKMA PHARMACEUTICALS USA INC.	
Street Address:	246 INDUSTRIAL WAY WEST	
City:	EATONTOWN	
State/Country:	NEW JERSEY	
Postal Code:	07724-2206	
PROPERTY NUMBERS Total: 27		
Property Type	Number	
Patent Number:	10039710	
Patent Number:	9642848	
Patent Number:	10265309	
Application Number:	62615491	
Application Number:	62220320	
Application Number:	62022041	
Application Number:	62442045	
Application Number:	62342701	
Application Number:	62569161	
PCT Number:	US1936788	
PCT Number:	US1827889	
PCT Number:	US1746198	
PCT Number:	US1912602	
Application Number:	16007998	
Application Number:	16007999	
Application Number:	16240632	
Application Number:	16290853	
Application Number:	16242101	
Application Number:	15264686	
Application Number:	16023313	

PATENT

Property Type	Number
Application Number:	15238909
Application Number:	15601331
Application Number:	15876553
Application Number:	16177361
Application Number:	16299444
Application Number:	15076080
Application Number:	16116020

CORRESPONDENCE DATA

Fax Number: (312)876-2020

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: (312) 876-1800

Email: adiaz@woodphillips.com

Correspondent Name: WOOD PHILLIPS KATZ CLARK & MORTIMER

Address Line 1: 500 W. MADISON STREET

Address Line 2: SUITE 1130

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	HIK11197
NAME OF SUBMITTER:	JEREMY D. RAINCROW
SIGNATURE:	/Jeremy D. Raincrow/
DATE SIGNED:	09/11/2019

Total Attachments: 6

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (“Assignment”), dated as of August 29, 2019 (“Effective Date”), is entered into by and between Insys Pharma, Inc., a corporation organized and existing under the Laws of Delaware, Insys Development Company, Inc., a corporation organized and existing under the Laws of Delaware (each an “Assignor” and together, “Assignors”), and Hikma Pharmaceuticals USA Inc., a Delaware corporation (“Assignee”). Assignors and Assignee are individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 5, 2019, by and between Insys Therapeutics, Inc., the parent entity of Assignors (“Parent”), and Assignee (the “Purchase Agreement”), Parent agreed to sell, and to cause its Affiliates (including Assignors) to sell, to Assignee, and Assignee agreed to purchase from Assignors, all of Assignors’ Patent Rights included in the Transferred Assets, in each case on the terms and subject to the conditions contained in the Purchase Agreement;

WHEREAS, as required in the Purchase Agreement, Assignors hereby desire to deliver, sell and transfer to Assignee its entire worldwide right, title and interest in, to and under the Patent Rights set forth on Exhibit A hereto (the “Assigned Patents”); and

WHEREAS, Assignee desires to purchase, acquire and accept the Assigned Patents from Assignors.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignors hereby irrevocably convey, assign and transfer to Assignee their entire worldwide right, title and interest in, to and under the Assigned Patents, free and clear of all liens, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, and Assignee hereby purchases and accepts from Assignors the Assigned Patents, including, without limitation, (a) the right to claim priority from the Assigned Patents under the laws of the United States, any foreign jurisdiction and any international convention or organization for the protection of patents; (b) all continuations, divisionals, revisions, extensions, reissuances and reexaminations with respect to the Assigned Patents; (c) all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, any and all claims and causes of action (whether in Law or in equity) with respect thereto; (d) the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other

violation of the rights assigned or to be assigned under this Assignment; and (e) all other rights of any kind whatsoever of Assignors accruing under the Assigned Patents.


3. This Assignment is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and permitted assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Patents. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York (without regard to the choice of Law principles thereof) and the intellectual property Laws of the United States without giving effect to any Law that would result in the application of a different body of Law than as set forth in this Section 3, except to the extent that such Laws are superseded by the Bankruptcy Code.
4. Upon reasonable request by Assignee, Assignors will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned Patents set forth herein, and to vest and perfect in Assignee such right, title, and interest in and to the Assigned Patents as sold, assigned and transferred to Assignee hereunder.
5. Assignors hereby authorize and request the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Patents.
6. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or change is sought to be enforced.
7. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto, it being understood that all Parties hereto need not sign the same counterpart. A signed copy of this Assignment 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

As Assignor

Insys Development Company, Inc.

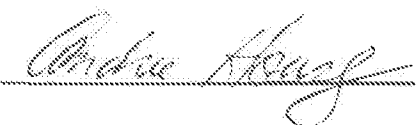
By: 

Name: Andrece Housley

Title: Chief Financial Officer

As Assignor

Insys Pharma, Inc.

By: 

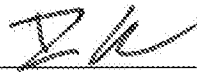
Name: Andrece Housley

Title: Chief Financial Officer

[Signature Page to Patent Assignment Agreement]

As Assignee

Hikma Pharmaceuticals USA Inc.

By: 

Name: Brian Hoffmann

Title: President

[Signature Page to Patent Assignment Agreement]

EXHIBIT A
ASSIGNED PATENTS

Patents

PUBLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	EXPIRATION DATE	JURIS-DICTION	OWNER OF RECORD
EPINEPRHINE						
WO/2018/195029		1/8/2019			INTL	INSYS DEVELOPMENT COMPANY, INC.
20170216199	10,039,710	4/17/2017	8/7/2018	9/14/2036	United States	INSYS DEVELOPMENT COMPANY, INC.
20180289639		6/13/2018			United States	INSYS DEVELOPMENT COMPANY, INC.
20180289617		6/13/2018			United States	INSYS DEVELOPMENT COMPANY, INC.
20190167581		1/4/2019			United States	INSYS DEVELOPMENT COMPANY, INC.
20190216750		3/1/2019			United States	INSYS DEVELOPMENT COMPANY, INC.
20190209494		1/8/2019			United States	INSYS DEVELOPMENT COMPANY, INC.
WO/2019/139865		1/8/2019			INTL	INSYS DEVELOPMENT COMPANY, INC.
Application no. 62/615,491 (expired provisional)		1/10/2018			United States	INSYS DEVELOPMENT COMPANY, INC.
Application no. 62/220,320 (expired provisional)		9/18/2015			United States	INSYS PHARMA, INC.
20170079907 (abandoned application)		9/14/2016			United States	INSYS DEVELOPMENT COMPANY, INC.
20180318215		6/29/2018			United States	INSYS DEVELOPMENT COMPANY, INC.
Application no. PCT/US19/36788		6/12/2019			INTL	INSYS DEVELOPMENT COMPANY, INC.
NALOXONE						
WO/2018/034920		8/10/2017			INTL	INSYS DEVELOPMENT COMPANY, INC.
2017312811		8/10/2017			Australia	INSYS DEVELOPMENT COMPANY, INC.
3033897		8/11/2017			Canada	INSYS DEVELOPMENT COMPANY, INC.
201780063967.6		8/12/2017			China	INSYS DEVELOPMENT COMPANY, INC.
2017046198		8/13/2017			Europe	INSYS DEVELOPMENT COMPANY, INC.
2019-508941		8/14/2017			Japan	INSYS DEVELOPMENT COMPANY, INC.
20160008349	9,642,848	6/4/2015	5/9/2017	6/4/2035	United States	INSYS DEVELOPMENT COMPANY, INC.
20160354363		8/17/2016			United States	INSYS DEVELOPMENT COMPANY, INC.
20170252337		5/22/2017			United States	INSYS DEVELOPMENT COMPANY, INC.

PUBLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	EXPIRATION DATE	JURIS-DICTION	OWNER OF RECORD
20180147143		1/22/2018			United States	INSYS DEVELOPMENT COMPANY, INC.
20190070105		10/31/2018			United States	INSYS DEVELOPMENT COMPANY, INC.
20170340620	10,265,309	5/26/2017	4/23/2019	6/13/2027	United States	INSYS DEVELOPMENT COMPANY, INC. Opioid + Naloxone combination
20190209540		3/12/2019			United States	INSYS DEVELOPMENT COMPANY, INC. Opioid + Naloxone combination
Application no. 62/022,041 (expired provisional)		7/8/2014			United States	INSYS PHARMA, INC.
20160199294 (abandoned application)		3/21/2016			United States	INSYS DEVELOPMENT COMPANY, INC.
Application no. 62/442,045 (expired provisional)		1/4/2017			United States	INSYS DEVELOPMENT COMPANY, INC.
Application no. 62/342,701 (expired provisional)		5/27/2016			United States	INSYS DEVELOPMENT COMPANY, INC.
OXYGEN PURGING METHOD						
20190106232		8/29/2018			United States	INSYS DEVELOPMENT COMPANY, INC.
Application no. 62/569,161 (expired provisional)		10/6/2017			United States	INSYS DEVELOPMENT COMPANY, INC.