

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5973050

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AUXILIUM PHARMACEUTICALS, INC.	01/20/2015
RECEIVING PARTY DATA	
Name:	AUXILIUM BERMUDA UNLIMITED
Street Address:	CANON'S COURT, 22 VICTORIA STREET
City:	HAMILTON
State/Country:	BERMUDA
Postal Code:	HM12
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15669286
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>	
Email:	IPDocket@mayerbrown.com
Correspondent Name:	NADEEN NSOULI
Address Line 1:	71 S. WACKER DRIVE
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	17550367
NAME OF SUBMITTER:	NADEEN NSOULI
SIGNATURE:	/Nadeen Nsouli/
DATE SIGNED:	02/20/2020
Total Attachments: 6	
source=assignment2#page1.tif	
source=assignment2#page2.tif	
source=assignment2#page3.tif	
source=assignment2#page4.tif	
source=assignment2#page5.tif	
source=assignment2#page6.tif	

PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") by and between Auxilium Pharmaceuticals, Inc., a Delaware corporation having a place of business at 640 Lee Road, Chesterbrook, Pennsylvania, 19087 hereinafter generally referred to as "ASSIGNOR" and Auxilium Bermuda Unlimited, a Bermuda unlimited liability company with registered office address at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda, Inc., hereinafter generally referred to as "ASSIGNEE".

WHEREAS, ASSIGNOR has certain rights of ownership in the patents and patent applications listed on the attached Schedule A ("Inventions").

WHEREAS, ASSIGNOR and ASSIGNEE have entered into that certain Contribution and Assumption Agreement, dated as of January 20, 2015 (the "Agreement"), pursuant to which ASSIGNOR has agreed to assign or cause the assignment to ASSIGNEE of certain Intellectual Property (as defined in the Agreement) including, without limitation, the Inventions; and

WHEREAS, ASSIGNEE is desirous of acquiring and/or confirming the acquisition of the Inventions.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, ASSIGNOR, has assigned and/or hereby sells, assigns, transfers and conveys unto ASSIGNEE, the whole and entire right, title and interest of ASSIGNOR in and to:

all Inventions;

the patent applications listed on Schedule A and any and all United States and foreign patent applications disclosing one or more of the Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, utility models, PCT applications and designs and any other related United States and foreign applications and equivalents thereof ("Applications"), along with the right to claim priority to the Applications under any treaty relating thereto;

all United States and foreign patents, utility models, inventor's certificates and designs and all equivalents thereof which may be granted for the Inventions or Applications, and post-grant actions including extensions, renewals, reissues and certificates thereof ("Patents"); and

all rights to sue for and collect damages resulting from past, present and future infringement of all granted or to be granted Patents.

The Inventions, Applications and Patents to be held and enjoyed by the ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the

full end of the term or terms of said granted or to be granted Patents, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made; and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and undertakes to execute or cause to be executed, whenever requested by ASSIGNEE, all patent applications, assignments, declarations lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the Inventions, Applications and Patents hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNOR.

It is agreed that ASSIGNOR shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

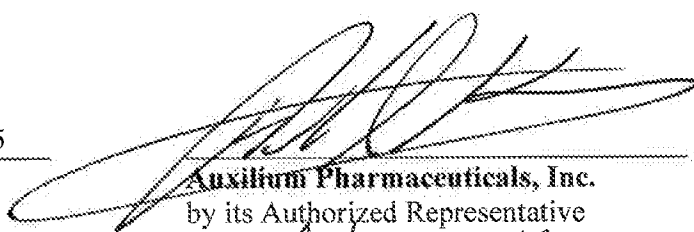
ASSIGNOR hereby represents and warrants that it has full right, power and authority to assign its right, title, and interest in the Patents, Applications, and Inventions, and to consummate the assignment contemplated herein. ASSIGNOR also represents and warrants that it has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNOR, and no other authorization or proceedings on the part of ASSIGNOR are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable assignment of all of ASSIGNOR'S right, title, and interest in the Patents, Applications, and Inventions.

ASSIGNOR hereby warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(TWO SIGNATURE PAGES FOLLOW)

1/20/15

Date



Auxilium Pharmaceuticals, Inc.

by its Authorized Representative

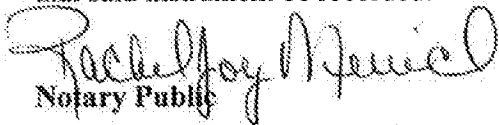
Name: Andrew J. Koven

Title: Chief Administrative Officer and General Counsel

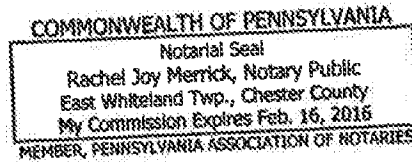


STATE OF PENNSYLVANIA :
: ss.
COUNTY OF CHESTER :

Before me, a notary public in and for the State and County aforesaid, on this 20th day of January, 2015, personally appeared Andrew J. Koven, who being known to me (or satisfactorily proven), and who having first executed the foregoing Assignment in connection with the Inventions listed on Schedule A in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.


Notary Public

My Commission Expires: 2/16/2016



1/20/15
Date

Raymond J. DeSilva
Auxilium Bermuda Unlimited
by its Authorized Representative
Name: Raymond J. DeSilva
Title: President

CITY OF HAMILTON :

COUNTRY OF BERMUDA :

Before me, a notary public in Hamilton, Bermuda, on this 20th day of January, 2015, personally appeared Brian De Mill who being known to me (or satisfactorily proven), and who having first executed the foregoing Assignment in connection with the Inventions listed on Schedule A in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed and delivered by him for the purpose therein stated and intending to be legally bound thereby.


Notary Public

Jerome Wilson
Notary Public
Canon's Court
22 Victoria Street
P.O. Box HM 1179
Hamilton HM EX
Bermuda
Date: 20 January 2015



Schedule A

PATENT AND PATENT APPLICATION LISTING

Auxilium Pharmaceuticals, Inc., Patents Master List (U.S.)

Application No.	Filing Date	Patent Number	Issue Date	Status	Owner
60/784,135	03-20-2006	NA	NA	Expired provisional	Auxilium Pharmaceuticals Inc.
61/585,909	01-12-2012	NA	NA	Expired Provisional	Auxilium Pharmaceuticals Inc.
14/328,772	07-11-2014	NA	NA	Pending	Auxilium Pharmaceuticals Inc.
PCT/US13/20940	01-10-2013	NA	NA	Inactive	Auxilium Pharmaceuticals Inc.
61/549,863	10-21-2011	NA	NA	Expired Provisional	Auxilium Pharmaceuticals, Inc.
14/255,407	04-17-2014	NA	NA	Pending	Auxilium Pharmaceuticals, Inc.
PCT/US12/61063	10-19-2012	NA	NA	Inactive	Auxilium Pharmaceuticals Inc.