

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6019892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
KYOWA KIRIN SERVICES LTD			07/01/2019
RECEIVING PARTY DATA			
Name:	KYOWA KIRIN, INC.		
Street Address:	135 ROUTE 202/206		
Internal Address:	SUITE 6		
City:	BEDMINSTER		
State/Country:	NEW JERSEY		
Postal Code:	07921		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Patent Number:	7608282		
CORRESPONDENCE DATA			
Fax Number:	(858)350-6111		
<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:	(858)350-6100		
Email:	wgorman@kilpatricktownsend.com, ipefiling@kilpatricktownsend.com		
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP		
Address Line 1:	1100 PEACHTREE STREET		
Address Line 2:	SUITE 2800		
Address Line 4:	ATLANTA, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	095069-000100US-0863319		
NAME OF SUBMITTER:	WILLIAM H. GORMAN		
SIGNATURE:	/William H. Gorman/		
DATE SIGNED:	03/18/2020		
Total Attachments: 10			
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SHEPHERD+WEDDERBURN

CONFIRMATORY ASSIGNMENT OF PATENTS AND TRADE
MARKS

between

Kyowa Kirin Services Ltd

and

Kyowa Kirin, Inc.

1 July 2019

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THIS AGREEMENT is made on 1 July 2019

PARTIES

KYOWA KIRIN SERVICES LTD incorporated and registered in England and Wales with company number 02360391 whose registered office is at **1st Floor Sackville House, 143-149 Fenchurch Street, London, England, EC3M 6BL** ("Assignor"); and

KYOWA KIRIN, INC. incorporated and registered in the State of Delaware with company number 2923368 whose registered office is at **135 Route 202/206, Suite 6 Bedminster NJ 07921, USA** ("Assignee").

BACKGROUND

- (A) The Assignor owns the Assigned Rights (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the Assigned Rights.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement. Terms that are defined in the Main Agreement shall have the same meanings in this Agreement.

1.1 Definitions:

"Assigned Rights"	the Business Know-How, Patents and the Trade Marks.
"Business Know-How"	all technical information and know-how (whether or not confidential) owned by the Seller which relates to the Business or the Business Assets
"Effective Date"	1 July 2019
"Main Agreement"	an Asset Purchase Agreement between the Assignor and Assignee dated on the date hereof.
"Patents"	the patents, short particulars of which are set out in Schedule 1.
"Territory"	the United States of America.
"Trade Marks"	the registered trade marks, short particulars of which are set out in Schedule 2.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.4 References to clauses and Schedules are to the clauses and Schedules of this Agreement.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to writing or written includes email.
- 1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. Assignment

- 2.1 Pursuant to and for the consideration set out in the Main Agreement, with effect from the Effective Date, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, including:
 - 2.1.1 all goodwill attaching to the Trade Marks in the Territory;
 - 2.1.2 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in the Territory;
 - 2.1.3 the right to extend to or register in the Territory any of the Patents; and
 - 2.1.4 the right to bring, make, oppose, defend or appeal proceedings, claims or actions, and obtain relief and to retain any damages recovered, in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights, whether occurring before, on, or after the Effective Date.

3. Further assurance

- 3.1 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

4. Waiver

- 4.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5. Entire agreement

- 5.1 This Agreement and the Main Agreement constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

6. Variation

- 6.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. Severance

- 7.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 7.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 7.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. Counterparts

- 8.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 8.2 Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If such method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 8.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

9. Third-party rights

- 9.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 9.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

10. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**SCHEDULE 1
PATENTS**

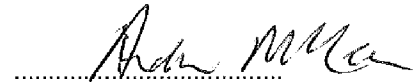
Country or territory	Application or publication number	Date of filing or registration	Description
United States of America	7608282	27 October 2009	Adhesive patches for the transdermal administration of granisetron, comprise an acrylic adhesive containing non-acidic nucleophilic moieties which substantially increase flux of granisetron across the skin.

SCHEDULE 2
REGISTERED TRADE MARKS AND APPLICATIONS

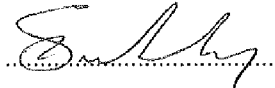
Country/ territory	Mark	Application or registration number	Date of filing/ registration	Classes	Specification of goods or services
United States of America	SANCUSO	2814630	17 February 2004	IC 005, US 006, 018, 044, 046, 051, 052	Sanitary preparations, namely, sanitary napkins and sanitary pads; medical plasters; dressings, namely, burn dressings, surgical dressings and wound dressings;] pharmaceutical preparations and substances for the treatment and prevention of [microbial conditions and infections, bone disorders, skin disorders, pain,] gastro- intestinal conditions [and cardiovascular conditions; hormone replacement preparations
International Trademark designating United States of America	SANCUSO	867668	24 September 2005	005	Pharmaceutical and veterinary preparations and substances; medicines; preparations for medical and sanitary purposes; plasters, materials for dressings.
United States of America	FARESTON	1460565	13 October 1987	IC 005, US 006, 018, 044	Acne treatment preparations; all purpose disinfectants; allergy capsules and tablets; antacids; anthelmintics; antibiotic creams, ointments and tablets; athletes foot lotions and powders; bandages for skin wounds; barium for use as a contrast medium in roentgenography of the digestive tract; calamine lotion; cough drops, expectorants, lozenges, and syrups; dental amalgams; dentures adhesives; dietary food supplements; eye drops; flea collars for domestic pets; hemorrhoidal ointments; herbicides for agricultural and domestic use; infants foods; insecticides for agricultural and domestic use; laxatives; medicated skin cream for treating itching, rashes, and other skin irritations; moth balls; narcotic and non-narcotic analgesics; nasal decongestant capsules; nasal spray preparations; oral contraceptives; pharmaceutical preparations for the treatment of

					angina, atherosclerosis, bronchial asthma, circulatory disorders, constipation, diabetes, diarrhea, epilepsy, gout, heart failure, heart rhythm disorders, high blood pressure, indigestion, insomnia, malaria, migraine, motion sickness, nausea, parkinson's disease, peptic ulcers, thyroid disorders, and vomiting;] pharmaceutical preparations for use in cancer therapy; pharmaceutical preparations for use in chemotherapy; [pharmaceutical preparations - namely, appetite suppressants, diuretics, hypnotics, hypnotic/sedatives, stimulants, tranquilizers, anticoagulants, and anti-depressants; medicated sunburn lotions; tampons; throat lozenges; veterinary vaccines for bovines, domestic cats, domestic dogs, horses, poultry, sheep, and swine; and vitamin and mineral supplements
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Executed by **Kyowa Kirin
Services Ltd** acting by
Andrew McLean, a director,
in the presence of:



Andrew McLean
Director



(Witness signature)

Print name: STEVEN DUNKERLEY

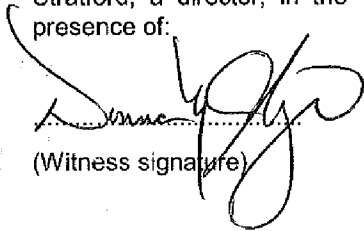
Address: Galabank Business Park, Galashields, TD1 1RH, UK

Occupation Senior Legal Counsel

Executed by **Kyowa Kirin,
Inc.** acting by Tom
Stratford, a director, in the
presence of:



Tom Stratford
Director



(Witness signature)

Print name:

Address:

Occupation:

DONNA M. ABRUNZO
NOTARY PUBLIC OF THE STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 11, 2024

NOTARY PUBLIC OF THE STATE OF NEW JERSEY
JENNIFER M. AMADIO
MY COMMISSION EXPIRES JUNE 11, 2024