

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6206190

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SCOTT DAVID BARNHART	07/24/2019
RECEIVING PARTY DATA		
Name:	ARX, LLC	
Street Address:	400 SEAKS RUN ROAD	
City:	GLEN ROCK	
State/Country:	PENNSYLVANIA	
Postal Code:	17327	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16931630	
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<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>		
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Correspondent Name:	COOLEY LLP ATTN: IP DOCKETING DEPARTMEN	
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Address Line 4:	WASHINGTON, D.C. 20004	
ATTORNEY DOCKET NUMBER:	BXTI-024/07US 332712-NEW	
NAME OF SUBMITTER:	FRASER D. BROWN	
SIGNATURE:	/Fraser D. Brown/	
DATE SIGNED:	07/17/2020	
Total Attachments: 5		
source=BXTI-024_07US Assignment (Barnhart to ARx, LLC) - executed#page1.tif		
source=BXTI-024_07US Assignment (Barnhart to ARx, LLC) - executed#page2.tif		
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ASSIGNMENT

Scott David Barnhart, having a mailing address of c/o ARx, LLC, 400 Seaks Run Road, Glen Rock, PA 17327 (referred to as Assignor”), has made an invention(s) (the “Invention(s)”) set forth in an application for patent of the United States, entitled **FILM FORMULATIONS CONTAINING DEXMEDETOMIDINE AND METHODS OF PRODUCING THEM**, and which is a:

- (1) ☐ provisional application
(a) ☐ to be filed herewith; or
(b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application
(a) ☐ to be filed herewith; or
(b) ☒ bearing Application No. **16/453,679**, and filed on **June 26, 2019**; and/or
- (3) ☒ PCT application
(a) ☐ to be filed herewith; or
(b) ☒ bearing Application No. **PCT/US2019/039268**, and filed on **June 26, 2019**; and/or

WHEREAS, ARx, LLC, a corporation having its principal place of business at 400 Seaks Run Road, Glen Rock, PA 17327, its successors, legal representatives and assigns, (the “Assignee”), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor’s entire right, title, and interest in:

- (a) the Invention(s);

(b) the application(s) for patent identified above;

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 07-24-2019

By: Scott David Barnhart
Scott David Barnhart

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Pennsylvania)
) ss.
County of York)

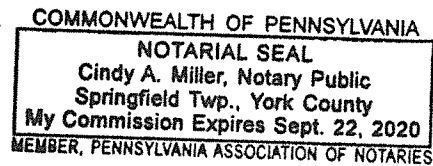
On July 24, 2019, before me, Cindy A. Miller,
Notary Public, personally appeared Scott David Barnhart,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under
PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Cindy A. Miller

Signature of Notary Public



Place Notary Seal Above

My Commission Expires: Sept. 22, 2020

For and on behalf of ASSIGNEE:

Date: 07/24/19

By: 

Name: Tadgh Prendeville
Title: General Manager
Company: ARx, LLC


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Pennsylvania)
) ss.
County of York)

On July 24, 2019, before me, Cindy A. Miller,
Notary Public, personally appeared Tadgh Prendeville,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under
PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Cindy A. Miller, Notary Public
Springfield Twp., York County
My Commission Expires Sept. 22, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Place Notary Seal Above

My Commission Expires: Sept. 22, 2020