

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6224561

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ARBOR PHARMACEUTICALS, INC.	02/21/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ARBOR PHARMACEUTICALS, LLC
<b>Street Address:</b>	SIX CONCOURSE PKWY
<b>Internal Address:</b>	SUITE 1800
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16243440
<b>Patent Number:</b>	10206895
<b>Patent Number:</b>	9724297
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	mrussell@kslaw.com
<b>Correspondent Name:</b>	KING & SPALDING
<b>Address Line 1:</b>	1180 PEACHTREE STREET
<b>Address Line 2:</b>	MARK RUSSELL
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	18873.105480
<b>NAME OF SUBMITTER:</b>	MARK RUSSELL
<b>SIGNATURE:</b>	/Mark Russell/
<b>DATE SIGNED:</b>	07/29/2020
<b>Total Attachments: 5</b>	
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## CONTRIBUTION AND ASSUMPTION AGREEMENT

**THIS CONTRIBUTION AND ASSUMPTION AGREEMENT** is made and entered into as of February 21, 2013 by and between Arbor Pharmaceuticals, Inc., a Delaware corporation ("**Parent**"), and Arbor Pharmaceuticals, LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent (the "**Company**", and collectively with Parent, the "**Parties**").

WHEREAS, the Parties desire for Parent to transfer substantially all of its assets and liabilities to the Company;

WHEREAS, upon the terms and conditions hereinafter set forth, the Company desires to purchase from Parent, and Parent desires to sell, transfer and deliver to the Company certain assets of Parent, all as more particularly described herein.

NOW, THEREFORE, in consideration of the premises above and the mutual agreements, covenants, representations and warranties contained herein, the parties agree as follows:

### ARTICLE 1. DEFINITIONS

For all purposes of this Agreement, the following capitalized terms shall have the meanings ascribed to such terms below unless the context shall clearly require otherwise:

"**Agreement**" means this Contribution and Assumption Agreement, as it may be hereafter amended.

"**Assumed Liabilities**" means all Liabilities of Parent, other than Parent's Liabilities under this Agreement.

"**Liabilities**" means, collectively, any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

"**Person**" means a natural person, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, or organization (whether or not a legal entity).

"**Retained Assets**" means (a) Parent's rights under this Agreement, and (b) Parent's minute books and other similar corporate records.

"**Transferred Assets**" means all of Parent's right, title and interest in and to its tangible and intangible assets, excluding the Retained Assets.

## **ARTICLE 2. TRANSFER OF ASSETS AND LIABILITIES**

**2.1. Assets to be Contributed and Liabilities to be Assumed.** On the terms and conditions set forth herein, upon the execution of this Agreement (the "**Closing**"), Parent shall transfer and deliver to the Company, and the Company shall purchase and receive from Parent, all right, title and interest of Parent in and to the Transferred Assets, and the Company shall assume, perform and discharge the Assumed Liabilities as they become due. The parties agree that the effective time of the Closing is 12:01 a.m. on the date hereof.

**2.2 Equity Consideration.** At the Closing, the Company shall issue to the Parent a membership unit certificate in the name of Parent for 100 units of membership interest in the Company.

### **2.3 Assets Requiring Third Party Consent.**

To the extent that any asset of Parent that would otherwise constitute a Transferred Asset under this Agreement may not be assigned without the approval, consent or waiver of any other Person, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful (each a "**Non-Transferred Asset**"). The Parties shall use their commercially reasonable efforts to obtain any such required approval(s), consent(s) and waiver(s) as promptly as possible. With respect to any such consent that is not obtained on or before the Closing, the Parties shall establish an alternative arrangement in order to, to the maximum extent permitted by law and the applicable agreement, obtain for the Company the benefit of any such Non-Transferred Asset, subject to the Liabilities and obligations of performance thereunder.

### **2.4 Reassignment of All Employees and Consultants.**

All employees, consultants, independent contractors and others performing services on behalf of the Parent in connection with the operation of the business of Parent (but excluding any professionals retained by the Parent to perform its legal, accounting and similar services) shall be reassigned and shall become employees, consultants, independent contractors or service providers of the Company as of the effective time of the Closing.

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

Parent, on the one hand, and the Company, on the other hand, hereby represent and warrant to the other, in each case solely with respect to itself, on the date hereof that:

**3.1 Authority.** Each of Parent and the Company has the full right, power and authority to enter into this Agreement and to perform its respective obligations hereunder.

**3.2 Due Authorization.** Each of Parent and the Company has been duly incorporated and validly exists as a corporation in good standing under the laws of the State of Delaware with the corporate power to own its properties and assets and conduct its business as now being conducted. This Agreement and the performance by each of Parent and the Company hereunder and the purchase and sale of the Transferred Assets contemplated hereby have been duly authorized by all necessary corporate action of each of Parent and the Company. This Agreement has been duly executed and delivered by each of Parent and the Company, and this Agreement is a valid and binding obligation of Parent and the Company enforceable in accordance with its terms. No other corporate action on the part of Parent or the Company is necessary to authorize the execution and delivery of this Agreement and the performance by either Parent or the Company of its respective obligations hereunder.

**3.3 No Violations, Approvals or Notices.** The execution, delivery and performance of this Agreement by each of Parent and the Company does not and will not (i) violate any provision of law or either Parent's or the Company's organizational documents, or (ii) result in the creation of any lien upon any of the Transferred Assets.

#### **ARTICLE 4 MISCELLANEOUS**

**4.1 Entire Agreement.** This Agreement contains the entire agreement among the parties hereto with respect to the transactions contemplated herein, and supersedes all prior understandings and agreements, whether oral or written, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

**4.2 Amendment; Modification.** This Agreement shall not be amended, modified, supplemented or otherwise altered except by a written instrument signed by or on behalf of the Parties.

**4.3 Governing Law.** This Agreement and all rights and obligations created hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to its principles of conflicts of laws.

**4.4 Waiver.** No waiver by any party hereto of its rights under any provision of this Agreement shall constitute a waiver of such party's rights under such provision at any other time or a waiver of such party's rights under any other provision of this Agreement. No failure by any party to take any action against any breach of this Agreement or default by another party hereto shall constitute a waiver of the former party's rights to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by such party.

**4.5 Assignment.** This Agreement shall not be assignable by any party hereto, and no party hereto may delegate any of its duties, covenants or obligations hereunder to any other person. Nothing herein shall be construed to restrict the ability of Company to use, transfer and dispose of the Assets or Assumed Liabilities in its sole discretion.

**4.6 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**4.7 Headings.** The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereto.

**4.8 Expenses.** Each party shall bear its own costs and expenses.

**4.9 Survival.** All representations and warranties made by Parent or the Company in or pursuant to this Agreement shall survive the Closing indefinitely. All covenants and agreements made by Parent or the Company in or pursuant to this Agreement shall survive until fully performed.

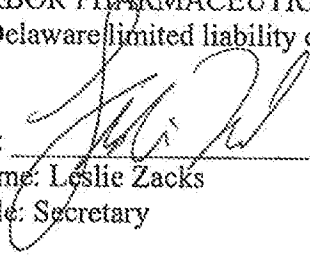
**4.10 Equal Preparation.** Each of the parties hereto agrees and acknowledges that each party has participated equally in the negotiation, drafting and preparation of this Agreement and all other agreements executed and delivered in connection herewith. Each party further acknowledges and agrees that Hutchison PLLC's role with respect to preparation of this Agreement has been to memorialize the mutual intention of the parties and not to advocate for the interests of either Party.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto duly executed this Contribution and Assumption Agreement as of the date first written above.

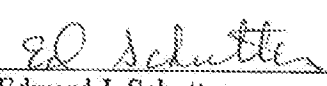
**COMPANY:**

ARBOR PHARMACEUTICALS, LLC,  
a Delaware limited liability company

By:   
Name: Leslie Zacks  
Title: Secretary

**PARENT:**

ARBOR PHARMACEUTICALS, INC.  
a Delaware corporation

By:   
Name: Edward J. Schutter  
Title: President and Chief Executive Officer