506292576 10/07/2020

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6339324

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MEDIMMUNE, LLC	01/23/2019

#### **RECEIVING PARTY DATA**

Name:	AREXIS AB
Street Address:	
City:	STOCKHOLM
State/Country:	SWEDEN
Postal Code:	SE-112 76

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16807420

#### **CORRESPONDENCE DATA**

**Fax Number:** (612)305-1228

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:** 612-305-2476

Email: dschurmann@mrgs.com
Correspondent Name: NANCY A. JOHNSON

Address Line 1: MUETING RAASCH GROUP

Address Line 2: P.O. BOX 581336

Address Line 4: MINNEAPOLIS, MINNESOTA 55458-1336

ATTORNEY DOCKET NUMBER:	0586.000006US11	
NAME OF SUBMITTER:	NANCY A. JOHNSON	
SIGNATURE:	/Nancy A. Johnson/	
DATE SIGNED:	10/07/2020	

### **Total Attachments: 6**

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#### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Agreement") is made as of January 23, 2019, by and between Medlimmune, LLC, a Delaware limited liability company ("Assignor"), and Arexis AB, a Swedish corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, Assignor and Swedish Orphan Biovitrum AB (publ), Reg. No. 556038-9321, a Swedish corporation ("Buyer") entered into the Asset Purchase Agreement, dated as of November 13, 2018 (the "Asset Purchase Agreement");

WHEREAS, Assignee is a "Buyer Designee" for all purposes under and pursuant to the terms of the Asset Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement is required in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in the Asset Purchase Agreement, this Agreement and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
- 2. <u>Assignment of Patents</u>. Assignor (on behalf of itself and on behalf of its Controlled Affiliates) hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's and its Controlled Affiliates' right, title and interest in and to the following (the "Assigned Patent Rights"):
  - (a) all patents and patent applications, including provisional patent applications, listed on **Schedule A** hereto;
  - (b) all United States patent applications filed either from such patents, patent applications or provisional applications or from an application claiming domestic priority from any of the patents or patent applications listed in Schedule A, including divisionals, continuations, continuations-in-part, provisionals, converted provisionals and continued prosecution applications, and all United States applications, including divisionals, continuations, continuations-in-part, provisionals, converted provisionals and continued prosecution applications, from which the patents or patent applications listed on Schedule A claim priority;
  - (c) any and all United States patents that have issued or in the future issue from the foregoing patent applications included in clauses (a) or (b), including design patents;

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- (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications included in clauses (a), (b) or (c); and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

in each case (a) through (e), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

- 3. <u>Recordation</u>. Assignor hereby authorizes Assignee to record this assignment with the U.S. Patent and Trademark Office. Assignee shall be solely responsible for recording this assignment with the U.S. Patent and Trademark Office bearing all costs and expenses associated therewith.
- 4. <u>Further Assurances</u>. Assignor agrees, upon Assignee's request and at Assignee's cost and expense, to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Agreement.
- 5. No Benefit to Third Parties. The covenants and agreements set forth in this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and shall not be construed as conferring any rights on any other Persons.
- 6. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- Amendment. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties.
- 8. <u>Severability</u>. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

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- 9. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.
- 10. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNOR:

MEDIMMUNE, LLC

By

Name: Richard J. Kenny

Title: Assistant Secretary

[Signature Page to Patent Assignment]

PATENT REEL: 053998 FRAME: 0016 ASSIGNEE:

AREXIS AB

By:

Name: Torbjöm Hallberg Title: General Counsel

Name: Henrik Stenqvist Title: CFO

[Signature Page to Paters Assignment]

# Schedule A

# **Assigned Patent Rights**

Synagis (Palivizumab) +	Steroids		
AZ Reference	Application No.	Patent No.	Status
RSVAB-108-US-NP	09/848,377	7,208,162	Grant 24 Apr 2007
Synagis Crystal Structur	e		
AZ Reference	Application No.	Patent No.	Status
RSVAB-109-US-DIV	11/207,142	7,229,618	Grant 12 Jun 2007
RSVAB-109-US-NP	10/135,636	6,955,717	Grant 18 Oct 2005
Synagis Liquid Formulat	ions		
AZ Reference	Application No.	Patent No.	Status
RSVAB-110-US-CNT	11/362,267	7,294,336	Grant 13 Nov 2007
RSVAB-110-US-CNT[2]	11/906,543	7,785,592	Grant 31 Aug 2010
RSVAB-110-US-CNT[3]	12/817,097	8,007,793	Grant 30 Aug 2011
RSVAB-110-US-CNT[4]	13/184,455	8,206,951	Grant 26 Jun 2012
RSVAB-110-US-CNT[5]	13/481,640	8,460,663	Grant 11 Jun 2013
RSVAB-110-US-CNT[6]	13/873,458	8,986,686	Grant 24 Mar 2015
RSVAB-110-US-CNT[7]	14/554,804	9,272,032	Grant 01 Mar 2016
RSVAB-110-US-CNT[8]	15/852,023		Filing 22 Dec 2017
RSVAB-110-US-DIV	15/041,295	9,879,067	Grant 30 Jan 2018
RSVAB-110-US-NP	10/461,904	7,132,100	Grant 07 Nov 2006
Synagis Linear Epitope			
AZ Reference	Application No.	Patent No.	Status
RSVAB-113-US-CNT	14/479,612	9,499,590	Grant 22 Nov 2016
RSVAB-113-US-DIV	12/718,476	9,096,658	Grant 04 Aug 2015
RSVAB-113-US-DIV[2]	14/797,736	9,913,894	Grant 13 Mar 2018
RSVAB-113-US-NP	11/230,593	7,700,720	Grant 20 Apr 2010
RSVAB-113-US-PCT	13/147,051	8,852,608	Grant 07 Oct 2014
Synagis Mfg (No Rings)			
AZ Reference RSVAB-305-US-PCT	Application No. 15/522,472	Patent No.	Status Publication of application 23 Nov 2017

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**RECORDED: 10/07/2020** 

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