

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6373911

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AKORN, INC.	10/01/2020
ADVANCED VISION RESEARCH, LLC	10/01/2020
HI-TECH PHARMACAL CO., LLC	10/01/2020

RECEIVING PARTY DATA

Name:	AKORN OPERATING COMPANY, LLC
Street Address:	1925 W. FIELD COURT
City:	LAKE FOREST
State/Country:	ILLINOIS
Postal Code:	60045

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	14722252
Application Number:	62955249
Application Number:	62991743
Application Number:	13961453
Application Number:	12771246
Application Number:	13539531
Application Number:	13871133
Application Number:	14528420
Application Number:	14082890
Application Number:	14464177
Application Number:	13523512
Application Number:	15674791
Application Number:	14617404

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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: 3128622000

Email: rob.soneson@kirkland.com
Correspondent Name: ROB SONESON
Address Line 1: 300 N LASALLE
Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 14581-66-RFS

NAME OF SUBMITTER: ROB SONESON

SIGNATURE: /rsoneson/

DATE SIGNED: 10/28/2020

Total Attachments: 14

source=Exhibit B_ Omnibus Patent Assignment Agreement - Project Wood (K&E draft 9-28-20)_ (72078373_1)#page1.tif

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT is dated as of October 1, 2020 (this “**Assignment**”) and is by and between Akorn, Inc., Advanced Vision Research, LLC, and Hi-Tech Pharmacal Co., LLC (each, an “**Assignor**” and collectively, the “**Assignors**”) on the one hand, and Akorn Operating Company LLC (“**Assignee**”) on the other hand. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors are the owners of the patents and patent applications for which it is listed as the current owner of record on **Exhibit A** (collectively, the “**Assigned Patents**”);

WHEREAS, Assignors and Akorn Holdings Topco LLC (“**APA Purchaser**”) are parties to that certain Asset Purchase Agreement, dated as of May 20, 2020 (the “**Purchase Agreement**”), pursuant to which APA Purchaser agreed to purchase the Acquired Assets and agreed to assume the Assumed Liabilities from Sellers;

WHEREAS Assignors, Assignee, APA Purchaser, and certain other parties set forth on the signature pages thereto entered into that certain Implementation Agreement, dated as of the date hereof (the “**Implementation Agreement**”), providing for, among other things, (i) a G Reorganization Election and (ii) in order to implement the G Reorganization, an agreement among the parties thereto that, notwithstanding the provisions of the Purchase Agreement, on the date hereof (a) the Sellers will transfer, assign, convey, and deliver to Assignee all of the Sellers’ right, title and interest in the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances and (b) Assignee will assume from Sellers the Assumed Liabilities;

WHEREAS, in order to effectuate the transactions contemplated by the Purchase Agreement, as amended by the Implementation Agreement, and pursuant to the terms and conditions thereof, Assignors and Assignee are hereby effecting the sale, conveyance, assignment, and transfer of all of the Assigned Patents which are part of the Acquired Assets; and

WHEREAS, this Assignment is being executed and delivered pursuant to Section 2.3(b) of the Purchase Agreement.

NOW, THEREFORE, in accordance with the Purchase Agreement, as amended by the Implementation Agreement, and in consideration of the premises and the mutual agreements and covenants set forth in this Assignment, the Purchase Agreement and the Implementation Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. **Assignment.** Each of the Assignors, subject to any encumbrances related to prior agreements, hereby irrevocably sells, conveys, transfers, assigns, and delivers to Assignee all of each Assignor’s right, title, and interest throughout the world in and to the Assigned Patents, including any continuation, continuation-in-part, divisional, extension, substitution, re-examination, or reissue thereof or any legal equivalent in the United States or a foreign country for the full term or terms for which the same may be granted, including the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties,

damages, and payments hereafter due or payable with respect to the Assigned Patents (except to the extent arising under prior patent license agreements included in the Excluded Contracts), the right to prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar, and all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of the Assigned Patents. Each Assignor authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of each Assignor's right, title, and interest in and to the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned Patents in Assignee, its successors, and assigns, at Assignee's sole cost and expense. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance, and perfection of the Assigned Patents with the same legal force and effect as if executed by such Assignor. For the avoidance of doubt, all fees incurred in connection with any filings relating to the assignment of the Assigned Patents with the United States Patent and Trademark Office or any foreign equivalent thereof will be paid by Assignee.

3. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.

4. Terms of Purchase Agreement; Conflicts. The scope, nature, and extent of the Acquired Assets are expressly set forth in the Purchase Agreement. Nothing contained herein changes, amends, modifies, extends, limits, or otherwise alters (nor shall this Assignment be deemed or construed as changing, amending, modifying, extending, limiting or altering) the terms or conditions of the Purchase Agreement, as amended by the Implementation Agreement, in any manner whatsoever. This instrument does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Purchase Agreement, as amended by the Implementation Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement, as amended by the Implementation Agreement, will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict between the provisions of this Assignment (including the exhibits) and the provisions of the Purchase Agreement, as amended by the Implementation Agreement (including the Schedules and exhibits), the provisions of the Purchase Agreement, as amended by the Implementation Agreement, shall govern, supersede and control in all respects to the extent of such conflict.

5. Governing Law. This Assignment, the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the Laws of the State of Delaware, without reference to its conflicts of law principles.

6. Entire Agreement. This Assignment, and the exhibits annexed hereto, and the Purchase Agreement, as amended by the Implementation Agreement, and the other agreements, certificates, and other documents contemplated hereby and thereby constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof, and supersede all other understandings and negotiations with respect thereto. The parties agree to define their rights, liabilities, and obligations with respect to such understanding and the transactions contemplated hereby exclusively in contract pursuant to the express terms and provisions of the Purchase Agreement and this Assignment, and the parties hereto expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Assignment or the Purchase Agreement, as amended by the Implementation Agreement.

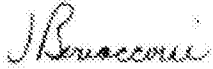
7. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each party hereto shall have received counterparts hereof signed by each of the other parties hereto. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an “**Electronic Delivery**”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute the original form of this Assignment and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNORS:

AKORN, INC.

By: 

Name: Joseph Bonaccorsi

Title: Executive Vice President, General Counsel, and Secretary

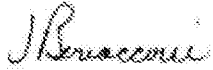
ADVANCED VISION RESEARCH, LLC

By: 

Name: Joseph Bonaccorsi

Title: Authorized Signatory

HI-TECH PHARMACAL CO., LLC

By: 

Name: Joseph Bonaccorsi

Title: Authorized Signatory

ASSIGNEE:

AKORN OPERATING COMPANY LLC

By: 

Name: Joseph Bonaccorsi

Title: Executive Vice President, General Counsel, and Secretary

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

PATENT
REEL: 054202 FRAME: 0388

EXHIBIT A
Patent Applications

Title	Jurisdiction	Application No.	Filing Date	Status	Current Owner of Record
Cleanser compositions and methods for using the same	U.S.	14/722,252	5/27/2015	Pending	Akom Operating Company LLC
Ready to use ephedrine formulation and its uses thereof	U.S.	62/955,249	12/30/2019	Pending	Akom Operating Company LLC
Ophthalmic Suspension Compositions and Process for the Preparation of Same	U.S.	62/991,743	3/19/2020	Pending	Akom Operating Company LLC

Patents

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date	Current Owner of Record
Aqueous gel formulation and method for inducing topical anesthesia	U.S.	13/961,453	8/7/2013	8759401	6/24/2014	Akom Operating Company LLC
Cleanser composition and methods for using the same	U.S.	12/771,246	4/30/2010	8231912	7/31/2012	Akom Operating Company LLC

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date	Current Owner of Record
Cleanser Compositions And Methods For Using The Same	Australia	2010242866	4/30/2010	2010242866	4/30/2010	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Austria	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Bulgaria	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Cyprus	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Denmark	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Estonia	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	European	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date	Current Owner of Record
Cleanser Compositions And Methods For Using The Same	Finland	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	France	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Germany	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Greece	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Iceland	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Ireland	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Italy	502018000011485 (10770410.8)	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date	Current Owner of Record
Cleanser Compositions And Methods For Using The Same	Latvia	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Lithuania	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Netherlands	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	New Zealand	596254	11/7/2011	596254	10/1/2013	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Norway	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Poland	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Portugal	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date	Current Owner of Record
Cleanser Compositions And Methods For Using The Same	Romania	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Spain	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Sweden	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser Compositions And Methods For Using The Same	Switzerland	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Cleanser compositions and methods for using the same	U.S.	13/539,531	7/2/2012	8449928	5/28/2013	Akorn Operating Company LLC
Cleanser compositions and methods for using the same	U.S.	13/871,133	4/26/2013	8932653	1/13/2015	Akorn Operating Company LLC
Cleanser compositions and methods for using the same	U.S.	14/528,420	10/30/2014	9050288	6/9/2015	Akorn Operating Company LLC

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date	Current Owner of Record
Cleanser Compositions And Methods For Using The Same	United Kingdom	10770410.8	4/30/2010	2424374	1/17/2018	Akorn Operating Company LLC
Method of treatment using a therapeutic agent for intranasal administration	U.S.	14/082.890	11/18/2013	8900643	12/2/2014	Akorn Operating Company LLC
Method of treatment using a therapeutic agent for intranasal administration	U.S.	14/464.177	8/20/2014	9301988	4/5/2016	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Australia	2007238666	4/12/2007	2007238666	08/22/2013	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Austria	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Canada	2650136	4/12/2007	2650136	7/7/2015	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Denmark	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date	Current Owner of Record
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Estonia	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	European	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Finland	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	France	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Germany	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Greece	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Italy	502015000064091 (07755402.0)	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date	Current Owner of Record
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Liechtenstein	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	New Zealand	571810	10/7/2008	571810	10/8/2012	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Spain	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Sweden	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	Switzerland	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC
Methods and compositions for the treatment of infection or infectious colonization of the eyelid, ocular surface, skin or ear	U.S.	13/523,512	6/14/2012	8535736	9/17/2013	Akorn Operating Company LLC
Methods And Compositions For The Treatment Of Infection Or Infectious Colonization Of The Eyelid, Ocular Surface, Skin Or Ear	United Kingdom	07755402.0	4/12/2007	2018103	8/26/2015	Akorn Operating Company LLC

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Registration Date	Current Owner of Record
Methods of sterilizing drugs	U.S.	15/674,791	8/11/2017	10426834	10/1/2019	Akorn Operating Company LLC
Stable pentobarbital formulation	U.S.	14/617,404	2/9/2015	9517269	12/13/2016	Akorn Operating Company LLC

PATENT

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