

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6457300

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EXXPHARMA THERAPEUTICS LLC	12/07/2020
RECEIVING PARTY DATA	
Name:	NEUROCRINE BIOSCIENCES, INC.
Street Address:	12780 EL CAMINO REAL
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92130
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	16032256
Application Number:	62995314
Patent Number:	9770514
Patent Number:	10010620
Patent Number:	7607596
Patent Number:	7771632
CORRESPONDENCE DATA	
Fax Number:	(314)685-2300
<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:	314-812-8020
Email:	admin@globalpatentgroup.com
Correspondent Name:	GLOBAL PATENT GROUP C/O MISSOURI PATENT SERVICES
Address Line 1:	2275 CASSENS DRIVE, SUITE 118
Address Line 4:	ST. LOUIS, MISSOURI 63026
ATTORNEY DOCKET NUMBER:	EXXPHARMA TO NEUROCRINE
NAME OF SUBMITTER:	DENNIS A. BENNETT
SIGNATURE:	/Dennis A. Bennett/
DATE SIGNED:	12/17/2020
Total Attachments: 5	

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Assignment") is made and entered into this 7th day of December, 2020 ("Effective Date"), by and between ExxPharma Therapeutics LLC, a New Jersey limited liability company ("ExxPharma"), and Neurocrine Biosciences, Inc., a Delaware corporation ("Neurocrine"). Neurocrine and ExxPharma are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement (as hereinafter defined).

WHEREAS, ExxPharma and Neurocrine have entered into that certain Asset Purchase and Development Agreement, dated as of December 7, 2020 (the "Agreement"), pursuant to which, among other things, ExxPharma has agreed to enter into this Assignment in order to assign to Neurocrine all of ExxPharma's right, title and interest, as of the Effective Date, to the Acquired Patents (as defined below).

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement and this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. ExxPharma hereby sells, assigns, transfers and conveys to Neurocrine all of ExxPharma's right, title and interest in and to those patent rights listed on Schedule 1 hereto, including the right to claim priority from the same in the United States and all foreign countries, and to claim the priority from the same as provided by the Paris Convention, together in each case with all registrations, applications therefor, patents (as applicable) issuing from any applications therefor, and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, including any division, renewal, continuation in whole or in part, substitution, conversion, reissue, reexamination, prolongation or extension thereof, now or hereafter in effect, for Neurocrine's own use and enjoyment as fully and entirely as the same would have been held and enjoyed by ExxPharma if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including all claims for damages by reason of past, present or future infringement, misappropriation or other unauthorized use of such patents with the right to sue for and collect the same for Neurocrine's own use and enjoyment (collectively, the "Acquired Patents"). ExxPharma hereby waives and agrees not to enforce any rights of attribution and integrity and other moral rights ExxPharma may have in the Acquired Patents. ExxPharma further hereby covenants and agrees to and with Neurocrine, its successors, legal representatives and assigns, that ExxPharma will, whenever counsel of Neurocrine, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with such Acquired Patents in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for any Acquired Patents or any reissue or extension of any Acquired Patents, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of such Acquired Patents, without charge to ExxPharma, its successors, legal representatives and assigns, but at the cost and expense of Neurocrine, its successors, legal representatives and assigns.

2. ExxPharma hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record Neurocrine as the buyer and owner of the Acquired Patents, and issue any and all registrations thereon to Neurocrine, as buyer of ExxPharma's right, title and interest in, to and under the same, for the sole use and enjoyment of Neurocrine.

3. This Assignment is executed and delivered pursuant to the Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the Agreement shall govern.

4. If any one or more provisions of this Assignment is held to be invalid, illegal or unenforceable, the affected provisions of this Assignment shall be curtailed and limited only to the extent necessary to bring it within the applicable legal requirements, and the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.

5. This Assignment shall bind and inure to the benefit of the successors and permitted assigns of the Parties.

6. Any notice, request or other document to be given hereunder to any Party hereto shall be given in the manner specified in Section 10.3 of the Agreement.

7. This Assignment may be amended by the Parties hereto at any time by execution of an instrument in writing signed by both Parties. A Party's consent to or waiver, express or implied, of any other Party's breach of its obligations hereunder shall not be deemed to be or construed as a consent to or waiver of any other breach of the same or any other obligations of such breaching Party. A Party's failure to complain of any act, or failure to act, by the other Party, to declare the other Party in default, to insist upon the strict performance of any obligation or condition of this Assignment or to exercise any right or remedy consequent upon a breach thereof, no matter how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder, of any such breach, or of any other obligation or condition. A Party's consent in any one instance shall not limit or waive the necessity to obtain such Party's consent in any future instance and in any event no consent or waiver shall be effective for any purpose hereunder unless such consent or waiver is in writing and signed by the Party granting such consent or waiver.

8. This Assignment and its effect are subject to and shall be construed and enforced in accordance with the law of the State of New York, without regard to its conflicts of laws that would require the application of any other law. Any dispute arising out of or in connection with this Assignment and the transactions contemplated hereby will be resolved in accordance with Section 10.1 of the Agreement.

9. This Assignment, the Agreement, the Bill of Sale, and the schedules and exhibits hereto and thereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

10. This Assignment may be executed in counterparts by a single Party, each of which when taken together shall constitute one and the same agreement, and may be executed through the use of facsimiles or .pdf documents. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment Agreement as of the date first set forth above.

EXXPHARMA THERAPEUTICS LLC

By: 
Name: Isaac Ghebre-Sellassie
Title: Founder and President

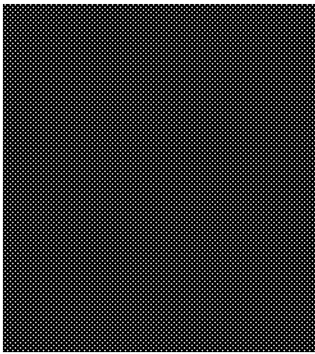
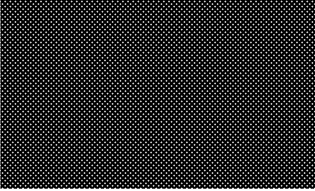

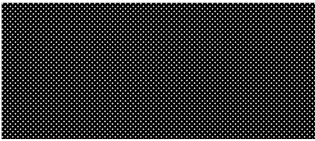
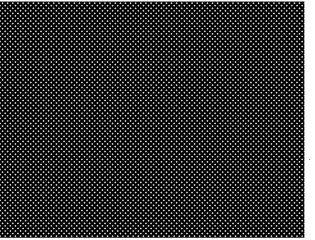

NEUROCRINE BIOSCIENCES, INC.

By: 
Name: Kyle Gano
Title: Chief Business Development Officer



Schedule 1

Acquired Patents

Title	Country	Application number or patent number	Filing date or issue date	Status
Novel Bioavailability Enhancement Composition and Process	US	16/032,256	July 11, 2018	
Dispersible Modified Release Oral Dosage Forms and Process of Making Same	US	62/995,314	January 23, 2020	
Tamper-Resistant Pharmaceutical Dosage Forms	US	9,770,514	September 26, 2017	
Tamper-Resistant Pharmaceutical Dosage Forms and Process for Making Same	US	10,010,620	July 3, 2018	
Process for Enhancing the Solubility of Poorly Soluble Drugs	US	7,607,596	October 27, 2009	
Continuous Melt Spherization for Production of	US	7,771,632	August 10, 2010	

Pharmaceutical Pellets				
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