

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6540591

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INSYS THERAPEUTICS, INC.	08/05/2019
INSYS PHARMA, INC.	08/05/2019
INSYS DEVELOPMENT COMPANY, INC.	08/05/2019
RECEIVING PARTY DATA	
Name:	HIKMA PHARMACEUTICALS USA INC.
Street Address:	246 INDUSTRIAL WAY WEST
City:	EATONTOWN
State/Country:	NEW JERSEY
Postal Code:	07724
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16674424
CORRESPONDENCE DATA	
Fax Number:	(312)876-2020
<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:	(312) 876-1800
Email:	adiaz@woodphillips.com
Correspondent Name:	WOOD PHILLIPS KATZ CLARK & MORTIMER
Address Line 1:	500 W. MADISON STREET
Address Line 2:	SUITE 1130
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	HIK11197P00175USC1
NAME OF SUBMITTER:	JEREMY D. RAINCROW
SIGNATURE:	/Jeremy D. Raincrow/
DATE SIGNED:	02/08/2021
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (“Assignment”), dated as of August 29, 2019 (“Effective Date”), is entered into by and between Insys Therapeutics, Inc., a corporation organized and existing under the Laws of Delaware (“Parent”), Insys Pharma, Inc., a corporation organized and existing under the Laws of Delaware, Insys Development Company, Inc., a corporation organized and existing under the Laws of Delaware (each an “Assignor” and together, “Assignors”), and Hikma Pharmaceuticals USA Inc., a Delaware corporation (“Assignee”). Assignors and Assignee are individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 5, 2019, by and between Parent and Assignee (the “Purchase Agreement”), Parent agreed to sell, and to cause its Affiliates (including Insys Development Company, Inc. and Insys Pharma, Inc.) to sell, to Assignee, and Assignee agreed to purchase from Assignors, all of Assignors’ Patent Rights included in the Transferred Assets, in each case on the terms and subject to the conditions contained in the Purchase Agreement;

WHEREAS, as required in the Purchase Agreement, Assignors hereby desire to deliver, sell and transfer to Assignee any rights existing or remaining with the Assignors in their entire worldwide right, title and interest in, to and under the Patent Rights set forth on Exhibit A hereto (the “Assigned Patents”); and

WHEREAS, Assignee desires to purchase, acquire and accept the Assigned Patents from Assignors.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignors hereby irrevocably convey, assign and transfer to Assignee any rights existing or remaining with the Assignors in their entire worldwide right, title and interest in, to and under the Assigned Patents, free and clear of all liens, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, (a) the right to claim priority from the Assigned Patents under the laws of the United States, any foreign jurisdiction and any international convention or organization for the protection of patents; (b) all continuations, divisionals, revisions, extensions, reissuances and reexaminations with respect to the Assigned Patents; (c) all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, any and all claims and causes of action (whether in Law or in equity) with respect thereto; (d) the right to sue, counterclaim,

and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment; and (e) all other rights of any kind whatsoever of Assignors accruing under the Assigned Patents.

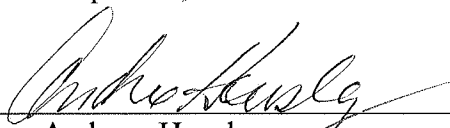
3. This Assignment is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and permitted assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Patents. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York (without regard to the choice of Law principles thereof) and the intellectual property Laws of the United States without giving effect to any Law that would result in the application of a different body of Law than as set forth in this Section 3, except to the extent that such Laws are superseded by the Bankruptcy Code.
4. Upon reasonable request by Assignee, Assignors will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned Patents set forth herein, and to vest and perfect in Assignee such right, title, and interest in and to the Assigned Patents as sold, assigned and transferred to Assignee hereunder.
5. Assignors hereby authorize and request the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Patents.
6. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or change is sought to be enforced.
7. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto, it being understood that all Parties hereto need not sign the same counterpart. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have caused this Agreement to be duly executed and delivered as of the Effective Date.

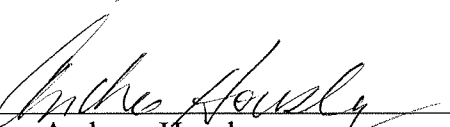
As Assignor

Insys Therapeutics, Inc.

By: 
Name: Andrece Housley
Title: Chief Financial Officer

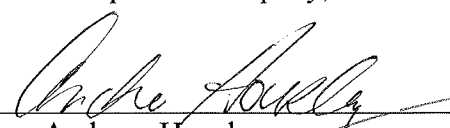
As Assignor

Insys Pharma, Inc.

By: 
Name: Andrece Housley
Title: Chief Financial Officer

As Assignor

Insys Development Company, Inc.

By: 
Name: Andrece Housley
Title: Chief Financial Officer

As Assignee

Hikma Pharmaceuticals USA Inc.

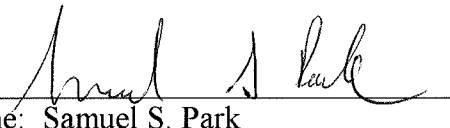
By: 
Name: Samuel S. Park
Title: U.S. General Counsel and Global
Head of IP

EXHIBIT A

Country	Application Number	Filing Date	Patent Number	Title
US	62/220,320	18-Sep-2015		Sublingual Epinephrine Spray
US	15/264,686	14-Sep-2016		Sublingual Epinephrine Spray
US	15/488,712	17-Apr-2017	10039710	Epinephrine Spray Formulations
International	PCT/US18/27889	17-Apr-2018		Epinephrine Spray Formulations
US	16/007,999	13-Jun-2018		Epinephrine Spray Formulations
US	16/007,998	13-Jun-2018		Epinephrine Spray Formulations
US	16/023,313	29-Jun-2018		Epinephrine Spray Formulations
US	16/240,632	04-Jan-2019		Epinephrine Spray Formulations
US	16/290,853	01-Mar-2019		Epinephrine Spray Formulations
International	PCT/US19/36788	12-Jun-2019		Epinephrine Spray Formulations
US	62/022,041	07-Jul-2014		Sublingual Naloxone Spray
US	14/730,585	04-Jun-2015	9642848	Sublingual Naloxone Spray
US	15/076,080	21-Mar-2016		Sublingual Naloxone Spray
US	15/238,909	17-Aug-2016		Sublingual Naloxone Spray
US	15/601,331	22-May-2017		Liquid Naloxone Spray
US	15/876,553	22-Jan-2018	10441538	Liquid Naloxone Spray
US	16/177,361	31-Oct-2018		Liquid Naloxone Spray
International	PCT/US17/46198	10-Oct-2017		Liquid Naloxone Spray
Australia	2017312811	10-Oct-2017		Liquid Naloxone Spray
Canada	3033897	10-Oct-2017		Liquid Naloxone Spray
China	CN 201780063967.6	10-Oct-2017		Liquid Naloxone Spray
Europe	17841883.6	10-Oct-2017		Liquid Naloxone Spray
Japan	2019-508941	10-Oct-2017		Liquid Naloxone Spray
US	62/342,701	27-May-2016		Sublingual Opioid Formulations Containing Naloxone
US	62/442,045	04-Jan-2017		Sublingual Opioid Formulations Containing Naloxone
US	15/606,146	26-May-2017	10265309	Sublingual Opioid Formulations Containing Naloxone
US	16/299,444	12-Mar-2019		Sublingual Opioid Formulations Containing Naloxone
US	62/615,491	10-Jan-2018		Methods of Stabilizing Epinephrine
US	16/242,101	08-Jan-2019		Methods of Stabilizing Epinephrine
US	62/569,161	06-Oct-2017		System and Method for Purging Oxygen from Medical Vials
US	16/116,020	29-Aug-2018		System and Method for Purging Oxygen from Medical Vials

PATENT