

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6553100

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
RUNWAY ADVISORS, LLC		01/15/2021
RECEIVING PARTY DATA		
Name:	HIKMA PHARMACEUTICALS USA INC.	
Street Address:	200 CONNELL DRIVE	
City:	BERKELEY HEIGHTS	
State/Country:	NEW JERSEY	
Postal Code:	07922	
PROPERTY NUMBERS Total: 39		
Property Type	Number	
Patent Number:	10504387	
Patent Number:	10373530	
Patent Number:	7918830	
Patent Number:	8382717	
Patent Number:	8597271	
Patent Number:	8808249	
Patent Number:	8858506	
Patent Number:	9579254	
Patent Number:	D588200	
Patent Number:	D593613	
Patent Number:	D595361	
Patent Number:	D597608	
Patent Number:	D602534	
Patent Number:	D605228	
Patent Number:	D605229	
Patent Number:	D605230	
Patent Number:	D607941	
Patent Number:	D614703	
Patent Number:	D621879	
Patent Number:	D621880	

PATENT

Property Type	Number
Patent Number:	D624595
Patent Number:	D624596
Patent Number:	D633151
Patent Number:	D634367
Patent Number:	D634368
Patent Number:	D634369
Patent Number:	D639861
Patent Number:	D639862
Patent Number:	D639863
Patent Number:	D641421
Patent Number:	D641422
Patent Number:	D643468
Patent Number:	D643469
Patent Number:	D643470
Patent Number:	D643471
Patent Number:	D643472
Patent Number:	D645094
Patent Number:	D649196
Patent Number:	D687894

CORRESPONDENCE DATA

Fax Number: (216)579-6073

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: 216-579-1700

Email: spfouts@pearne.com

Correspondent Name: PEARNE & GORDON LLP

Address Line 1: 1801 EAST 9TH STREET

Address Line 2: SUITE 1200

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: WSTW-TRANSFER

NAME OF SUBMITTER: DEBORAH L. CORPUS

SIGNATURE: /Deborah L Corpus/

DATE SIGNED: 02/16/2021

Total Attachments: 9

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January 15, 2021

Constance Long
Hikma Pharmaceuticals USA Inc.
200 Connell Drive
Berkeley Heights, NJ 07922

Dear Constance:

This letter agreement (this "**Agreement**") sets forth the agreement between Runway Advisors, LLC, a Pennsylvania limited liability company with its corporate office located at 403 Brice Lane, Plymouth Meeting, PA 19462 ("**Assignor**") and Hikma Pharmaceuticals USA Inc., a Delaware corporation with an office located at 200 Connell Drive, Berkeley Heights, NJ 07922 ("**Assignee**") with respect to the Acquired Rights (as defined in Section 1 below).

WHEREAS, Assignor is the owner of certain Intangible Assets (as defined in Section 1(a) below) and other rights in connection therewith, together which comprise the Acquired Rights;

WHEREAS, Assignor desires to sell the Acquired Rights to Assignee, and Assignee desires to purchase the Acquired Rights from Assignor, on the terms set forth herein;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and other terms and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest of every kind and nature in and to the items indicated below, free and clear of all liens, security interests and other encumbrances ("**Acquired Rights**"). The Acquired Rights include:

- (a) All intangible assets, patents and/or patent applications indicated in Exhibit A attached hereto and incorporated herein by reference (the "**Intangible Assets**");
- (b) issuances, extensions, and renewals of any registrations and applications related thereto;
- (c) 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, breach, or default; and
- (d) other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing, including methods, processes and know how, and whether provided at law or in equity throughout the world.

2. The parties acknowledge and agree that Assignor is selling, assigning, transferring, and conveying whatever interest Assignor has or may have in the Acquired Rights, if any, "AS IS / WHERE IS" and without any representations or warranties of any kind except as expressly stated in this Agreement.

3. Consideration. As consideration in full for the Acquired Rights, Assignee shall pay Assignor a one-time fee in the amount of Sixty-Five Thousand dollars (\$65,000.00), payable within five (5) business days following execution of this Agreement per the following wiring instructions:

Citizens Bank: PO Box 7000, Providence, RI 02940; Phone: 800-862-6200

Account Name: Runway Advisors, LLC

Account #: 6313762294

Routing #: 036076150

4. In further consideration of the rights granted herein, Assignee hereby waives any and all claims it has, or may have in the future, against Assignor arising from, relating to, or with respect to the Acquired Rights except for claims of fraud based on the Representations of Assignor.

5. Further Assurances. From and after the date hereof, upon Assignee's reasonable request, and at Assignee's expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

6. Representations of Assignor. Assignor represents and warrants to Assignee that:

(i) Assignor has good and marketable title to all of the Acquired Rights free and clear of all liens, security interests and other encumbrances and each of the Intangible Assets is legally and beneficially owned by Assignor;

(ii) Assignor has not received notice of, nor does Assignor have any knowledge of, any third party's right to any pending claim in connection with any encumbrance on any Acquired Right;

(iii) Assignor has the authority and has performed all acts necessary to sell, assign, transfer, convey and deliver good and marketable title to the Acquired Rights to Assignee free and clear of all liens, security interests and other encumbrances;

(iv) to the best of Assignor's knowledge, none of the Intangible Assets infringes or violates any third party's patents, copyrights, trade secrets or other proprietary rights, title or interest;

(v) no brokerage fees are due and owing in connection with the transaction or this Agreement;

(vi) the person executing this Agreement on behalf of the Assignor is duly authorized to do so;

(vii) the execution and delivery by Assignor of this Agreement, and the performance by Assignor of this Agreement, do not require the consent, notice or other action by any person, conflict with, result in a breach of or constitute a default, under any agreement between Assignor and a third party; and

(viii) the terms of this Agreement are binding upon and enforceable against the Assignor.

7. Representations of Assignee. Assignee represents and warrants to Assignor that:

(i) It has all necessary authority to purchase the Acquired Rights;

(ii) the person executing this Agreement on behalf of Assignee is duly authorized to do so; and

(iii) the terms of this Agreement are binding upon and enforceable against the Assignee.

8. General.

(a) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Pennsylvania in each case located in the City of Philadelphia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(e) Amendment and Modification. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto.

(f) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude

any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Notice. Any notice or other written communication required or permitted to be made or given by this Agreement shall be in writing and must be given (i) by personal delivery or by sending it by international courier addressed as below; and (ii) by email to all of the email addresses set out below:

If to Assignor:

Craig Nurick, President
Runway Advisors, LLC
403 Brice Lane, Plymouth Meeting, PA 19462
E-mail: cnurick@gmail.com

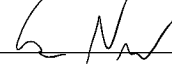
If to Assignee:

Hikma Pharmaceuticals USA Inc.
200 Connell Drive
Berkeley Heights, NJ 07922
Attention: Legal Department
Telephone: (908) 673-1486
E-mail: USLegal@hikma.com

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

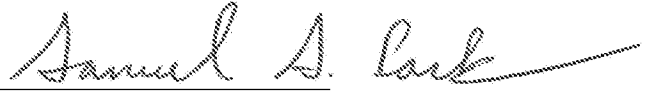
RUNWAY ADVISORS, LLC

By: _____

Name: Craig Nurick

Title: President

Hikma Pharmaceuticals USA Inc.

By: _____

Name: Samuel S. Park

Title: U.S. General Counsel and Global Head IP

EXHIBIT A**PATENTS**

Elite Matter Name	App Title	Country	Status	Filed Date	Application Number	Grant Date	Patent No.
209213-9027-US03	INTRAVENOUS BAG AND LINE LABEL	United States of America	Granted	2019-06-25	16/451,578	12/10/2019	10504387
209213-9027-US02	INTRAVENOUS BAG AND LINE LABEL	United States of America	Granted	2018-08-02	16/053,091	2019-08-06	10373530
209213-4274-US01	SAFETY DEVICE FOR DRUG DELIVERY DEVICES AND CONTAINERS	United States of America	Granted	2008-05-19	12/123,301	2011-04-05	7918830
209213-4274-US02	SAFETY DEVICE FOR DRUG DELIVERY DEVICES AND CONTAINERS	United States of America	Granted	2011-03-02	13/038,937	2013-02-26	8382717
209213-4254-US02	INTRAVENOUS BAG/LINE SAFETY DEVICE	United States of America	Granted	2013-06-25	13/926,759	2013-12-03	8597271
209213-4254-US03	INTRAVENOUS BAG/LINE SAFETY DEVICE	United States of America	Granted	2013-12-02	14/093,765	2014-08-19	8808249
209213-4274-US03	SAFETY DEVICE FOR DRUG DELIVERY DEVICES AND CONTAINERS	United States of America	Granted	2013-02-05	13/759,785	2014-10-14	8858506
209213-4254-US04	INTRAVENOUS BAG/LINE SAFETY DEVICE	United States of America	Granted	2014-07-18	14/335,140	2017-02-28	9579254

209213-4279-US00	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2007-12-03	29/298,328	2009-03-10	D588200
209213-4279-US03	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2009-02-10	29/332,178	2009-06-02	D593613
209213-4279-US01	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2009-02-10	29/332,180	2009-06-30	D595361
209213-4281-US00	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2008-05-19	29/318,375	2009-08-04	D597608
209213-4279-US02	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2009-02-10	29/332,179	2009-10-20	D602534
209213-4279-US08	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2009-09-10	29/343,297	2009-12-01	D605228
209213-4279-US07	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2009-09-10	29/343,298	2009-12-01	D605229
209213-4279-US06	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2009-09-10	29/343,301	2009-12-01	D605230
209213-4279-US04	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2009-09-10	29/343,304	2010-01-12	D607941
209213-4279-US05	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2009-09-10	29/343,303	2010-04-27	D614703
209213-4281-	DRUG ADMINISTRATI	United States of	Granted	2010-	29/357,056	2010-08-	D621879

US05	ON SAFETY LABEL	America		03-05		17	
209213-4281-US03	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2010-03-05	29/357,060	2010-08-17	D621880
209213-4281-US02	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2010-03-05	29/357,052	2010-09-28	D624595
209213-4281-US04	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2010-03-05	29/357,063	2010-09-28	D624596
209213-4281-US06	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2010-03-05	29/357,069	2011-02-22	D633151
209213-4285-US00	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2010-03-04	29/356,944	2011-03-15	D634367
209213-4283-US00	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2010-03-04	29/356,945	2011-03-15	D634368
209213-4286-US00	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2010-03-04	29/356,946	2011-03-15	D634369
209213-4283-US03	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2011-02-03	29/384,767	2011-06-14	D639861
209213-4283-US01	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2011-02-03	29/384,768	2011-06-14	D639862
209213-4283-US02	DRUG ADMINISTRATI ON SAFETY	United States of America	Granted	2011-02-03	29/384,771	2011-06-14	D639863

	LABEL						
209213-4285-US01	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2011-02-04	29/384,866	2011-07-12	D641421
209213-4285-US04	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2011-02-04	29/384,879	2011-07-12	D641422
209213-4285-US02	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2011-02-04	29/384,869	2011-08-16	D643468
209213-4286-US02	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2011-02-07	29/384,981	2011-08-16	D643469
209213-4286-US03	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2011-02-07	29/384,983	2011-08-16	D643470
209213-4286-US05	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2011-02-07	29/384,987	2011-08-16	D643471
209213-4286-US06	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2011-02-07	29/384,989	2011-08-16	D643472
209213-4286-US01	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2011-02-07	29/384,979	2011-09-13	D645094
209213-4286-US04	DRUG ADMINISTRATI ON SAFETY LABEL	United States of America	Granted	2011-02-07	29/384,986	2011-11-22	D649196
209213-4255-US00	INTRAVENOUS BAG/LINE SAFETY LABEL	United States of America	Granted	2012-01-17	29/411,083	2013-08-13	D687894