# 506608580 04/14/2021 PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE:                                      |                             | NEW ASSIGNMENT                         |  |  |
|---|-----------------------------|--|--|--|
| NATURE OF CONVEYANCE:                                 |                             | ASSIGNMENT                             |  |  |
| CONVEYING PARTY DA                                    | ATA                         |  |  |  |
|   |                             | Name                                   | Execution Date   |  |
| MARLENE MICHELLE D                                    | RESSMAN                     | l                                      | 01/29/2013   |  |
| JOHN JOSEPH FEENEN                                    | (                           |  | 11/14/2007   |  |
| LOUIS WILLIAM LICAME                                  | ELE                         |  | 01/29/2013   |  |
| MIHAEL H. POLYMERO                                    | POULOS                      |  | 01/29/2013   |  |
|   |                             |  |  |  |
| RECEIVING PARTY DA                                    | ТА                          |  |  |  |
| Name: VANDA PHARMACEUTICALS INC.                      |                             |  |  |  |
| Street Address:                                       | 2200 PENNSYLVANIA AVENUE NW |  |  |  |
| Internal Address:                                     | SUITE 300-E                 |  |  |  |
| City:   | WASHINGTON                  |  |  |  |
| State/Country:  | D.C.                        |  |  |  |
| Postal Code:  | 20037                       |  |  |  |
|   | •                           |  |  |  |
| PROPERTY NUMBERS                                      | Total: 1                    |  |  |  |
| Property Type   |                             | Number                                 |  |  |
| Application Number:                                   | 17                          | 206811                                 |  |  |
|   |                             |  |  |  |
|   |                             |  |  |  |
| Fax Number:(518)4Correspondence will be sent to the e |                             | 8)449-0047                             | augagagiul it will be gent                                     |  |
|   |                             | f that is unsuccessful, it will be sei |  |  |
| <b>Phone:</b> 518-4                                   |                             | 8-449-0044                             | 149-0044   |  |
|   |                             |  | ommunications@hoffmanwarnick.com,<br>onnino@hoffmanwarnick.com |  |
|   |                             | FFMAN WARNICK LLC                      |  |  |
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| Address Line 2:                                       | 4TH FLOOR                   |  |  |  |
| Address Line 4:                                       | AL                          | BANY, NEW YORK 12207                   |  |  |
| ATTORNEY DOCKET NUMBER:                               |                             | VAND-0092-CDC2D2                       |  |  |
| NAME OF SUBMITTER:                                    |                             | STEPHEN F. SWINTON, JR.                |  |  |
|   |                             | STEPHEN F. SWINTON, JR.                |  |  |
| SIGNATURE:  |                             | /Stephen F. Swinton, Jr./              |  |  |
|   |                             |  |  |  |
| SIGNATURE:  |                             | /Stephen F. Swinton, Jr./              |  |  |

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## DECLARATION (37 C.F.R. 1.63) FOR UTILITY PATENT APPLICATION USING AN APPLICATION DATA SHEET (37 C.F.R. 1.76) AND ASSIGNMENT

#### Title of Invention: TREATMENT OF CIRCADIAN RHYTHM DISORDERS

As a below named inventor, I hereby declare that:

This declaration is directed to the attached application, or (if following box is checked):

[X] United States application or PCT international application number <u>14/301,799</u> filed on June 11, 2014

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I have reviewed and understand the contents of the application, including the claims.

I am aware of the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in 37 CFR Section 1.56.

Whereas, the undersigned inventor(s) has/have made certain inventions, improvements, and discoveries (herein referred to as the "Invention") disclosed in the above-identified patent application and further identified by the Docket Number provided above in the header of this document;

Whereas, Vanda Pharmaceuticals, Inc., a corporation of Washington, DC having a place of business at 2200 Pennsylvania Avenue, Suite 300-E, Washington, DC 20037 (herein referred to as "the ASSIGNEE"), desires to acquire, and each undersigned inventor desires to grant to the ASSIGNEE, the entire worldwide right, title, and interest in and to the Invention and in and to any and all patent applications and patents directed thereto;

Now, therefore, for good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, each undersigned inventor ("ASSIGNOR") hereby sells or has sold, assigns or has assigned, and otherwise transfers or has transferred to the ASSIGNEE, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the Invention, the above-identified United States patent application, and any and all other patent applications and patents for the Invention which may be applied for or granted therefor in the United States and in all foreign countries and jurisdictions, including all divisions, continuations, reissues, reexaminations, renewals, extensions, counterparts, substitutes, and extensions thereof, and all rights of priority resulting from the filing of such applications and granting of such patents. In addition, each undersigned inventor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue any United States Patent, and foreign patent authorities to issue any foreign patent, granted for the Invention, to the ASSIGNEE, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the same to be held and enjoyed by the ASSIGNEE, its successors, legal representatives, and assigns to the full end of the terms for which any and all such patents may be granted, as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made; and each undersigned inventor agrees to execute any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to the Invention and all

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related patents and applications, in the ASSIGNEE, its successors, legal representatives, and assigns, whenever requested by the ASSIGNEE, its successors, legal representatives, or assigns.

Each undersigned inventor acknowledges their prior and ongoing obligations to sell, assign, and transfer the rights under this Assignment to the ASSIGNEE and is unaware of any reason why they may not have the full and unencumbered right to sell, assign, and transfer the rights hereby sold, assigned, and transferred, and has not executed, and will not execute, any document or instrument in conflict herewith. Each undersigned inventor also hereby grants the ASSIGNEE, its successors, legal representatives, and assigns, the right to insert in this Assignment any further identification (including, but not limited to, patent Application Number) which may be necessary or desirable for recordation of this Assignment. This Assignment is governed by the substantive laws of the State of New York, and any disputes will be resolved in a New York state court or federal court sited in New York.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

#### (1) Legal Name of Inventor: Marlene Michelle Dressman

Signature: nfailene nfichelle Dresman Date: 29 January 2013

(2) Legal Name of Inventor: John Joseph Feeney

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(3) Legal Name of Inventor: Louis William Licamele

Signature: La Wellin Zar 2013

(4) Legal Name of Inventor: Mihael H. Polymeropoulos

Date: 29 JAN 2013 Signature:

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## CONFIDENTIAL INFORMATION AGREEMENT

In partial consideration and as a condition of my employment by VANDA PHARMACEUTICALS INC., a Delaware corporation ("Company") and effective as of the date that employment by the Company first commenced, the undersigned agrees as follows:

#### 2. INVENTIONS

#### 2.1 Disclosure

I will disclose promptly to the proper officers or attorneys of the Company in writing any patentable or unpatentable, copyrightable or uncopyrightable idea, invention, work of authorship (including but not limited to, computer programs, software and documentation), formula, device, improvement, method, process or discovery (any of the foregoing items hereinafter referred to as an "Invention") I may conceive, make, develop or work on, in whole or in part, solely or jointly with others during the term of my employment with the Company. The disclosure required by this Section applies: (a) during the term of my employment and for six months thereafter; (b) during my regular hours of employment and to my time away from work; (c) whether or not the Invention was made at the suggestion of the Company; (d) whether or not the Invention was reduced to drawings, written description, documentation, models or other tangible form and (e) to any Invention which, in the opinion of the Company, is related to the Company because it is related:(i) to the general line of business engaged in by the Company,(ii) to any actual or anticipated business (including research and development) of the Company, or (iii) to suggestions made by the Company or which resulted from any work assigned by or performed for the Company.

#### 2.2 Assignment of Inventions to Company

I hereby assign to the company without royalty or any other further consideration my entire right, title and interest in and to any Invention I am required to disclose under Section 2.1.



Confidential Information Agreement.DOC



Confidential Information Agreement DOC



5. MISCELLANEOUS





## 5.5 Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties.



# Schedule 2.5A

Confidential Information Agreement.DOC

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# Schedule 2.5b



Confidential Information Agreement DOC

#### CONFIDENTIAL INFORMATION AGREEMENT

IN WITNESS WHEREOF, I have executed this document as of  $\frac{Nov 14}{,2007}$ 

Tohn Feeney Employee Name (Print) Signature of Employee

RECEIPT ACKNOWLEDGED: VANDA PHARMACEUTICALS INC.

By

Its: President and Chief Executive Officer

Confidential Information Agreement.DOC

RECORDED: 04/14/2021