

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6813773

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
OTONOMY, INC.		05/28/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ALK-ABELLO, INC.	
<b>Street Address:</b>	135 ROUTE 202/206	
<b>Internal Address:</b>	SUITE #3	
<b>City:</b>	BEDMINSTER	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	07921	
<b>PROPERTY NUMBERS Total: 29</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	9486405	
Patent Number:	9757484	
Patent Number:	9220796	
Patent Number:	8318817	
Patent Number:	9233068	
Patent Number:	10772828	
Patent Number:	9205048	
Patent Number:	9867778	
Patent Number:	9603796	
Application Number:	15264107	
Application Number:	61870318	
Application Number:	61914904	
Application Number:	62020940	
Application Number:	62266537	
Application Number:	62302724	
Application Number:	16060873	
Application Number:	62395995	
Application Number:	15705101	
Application Number:	62402749	

PATENT

Property Type	Number
Application Number:	15717467
Application Number:	14922448
Application Number:	15710727
Application Number:	61083871
PCT Number:	US1452754
PCT Number:	US1538872
PCT Number:	US1665833
PCT Number:	US1751625
PCT Number:	US1753715
PCT Number:	US0951172

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

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**Email:** docketing@procopio.com

**Correspondent Name:** PROCOPIO, CORY, HARGREAVES & SAVITCH LLP

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**Address Line 2:** SUITE 2200

**Address Line 4:** SAN DIEGO, CALIFORNIA 92101

**ATTORNEY DOCKET NUMBER:** 130308-00000000

**NAME OF SUBMITTER:** CINDY VARELA

**SIGNATURE:** /Cindy Varela/

**DATE SIGNED:** 07/14/2021

#### Total Attachments: 8

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment") is effective as of May 28, 2021 (the "Effective Date") between Otonomy, Inc. having a place of business at 4796 Executive Drive, San Diego, CA 92121 ("Assignor") and ALK-Abelló, Inc. having a place of business at 135 Route 202/206, Suite #3, Bedminster, NJ 07921 ("Assignee"). Each of Assignor and Assignee are referred to herein collectively as the "Parties" and, individually, as a "Party." Capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of May 28, 2021 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to the Assigned Intellectual Property; and

WHEREAS, the execution and delivery of this Assignment is required in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignment and Transfer. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title and interest in and to the Assigned Intellectual Property, including the Assigned Patents set forth on Exhibit A attached hereto, the Assigned Trademarks set forth on Exhibit B attached hereto, the Assigned Copyrights set forth on Exhibit C attached hereto and the Assigned Domain Names set forth on Exhibit D attached hereto, together with (i) the registrations of the Assigned Intellectual Property and all renewals and extensions of the foregoing, and (ii) the goodwill symbolized by and associated with the Assigned Intellectual Property and such registrations. This Assignment includes an assignment of all rights to (a) sue and recover damages for past and future infringement or misappropriation of Assignor's rights in the Assigned Intellectual Property, the registrations thereof or the dilution of the goodwill symbolized by or associated with the Assigned Intellectual Property or such registrations; and (b) to collect any income, royalties, proceeds, and payments arising after the Effective Date by virtue of the use of Assignor's rights to the Assigned Intellectual Property or any such infringement or misappropriation described in the preceding clause (a).

2. Further Assurances. Each Party hereto shall execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary in order to consummate or implement on a timely basis the transactions contemplated by this Assignment, including, but not limited to, the execution and delivery of any additional, separate documents and performance of other additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Assigned Intellectual Property.

3. Asset Purchase Agreement. This Assignment is being delivered pursuant to the Purchase Agreement and shall be construed consistently therewith. The Parties acknowledge and agree that all representations, warranties, covenants, and agreements by or from Assignor to or for the benefit of Assignee with respect to the Assigned Intellectual Property are set forth in the Purchase Agreement, and Assignor makes no additional representations, warranties, covenants, or agreements to or for the benefit of Assignee with respect to the Assigned Intellectual Property under this Assignment. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the Parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase

Agreement, the Purchase Agreement shall control and govern. For the avoidance of doubt, any controversy or claim arising under this Assignment shall be governed solely by, and subject to the terms of, the Purchase Agreement.

4. Miscellaneous.

(a) This Assignment and all issues and questions concerning the construction, validity, interpretation and enforceability of this Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

(b) This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(c) The provisions of Section 8.02 (Jurisdiction) and Section 8.03 (Waiver of Trial by Jury) of the Purchase Agreement shall apply to this Assignment and such provisions are hereby incorporated by reference, mutatis mutandis, in this Assignment as if such provisions were fully set forth herein.

(d) This Assignment may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Assignment may be executed by facsimile, .pdf or other electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were the original signatures.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be executed by a duly authorized officer, as of the Effective Date.

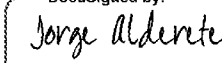
**ASSIGNOR:**

**OTONOMY, INC.**

By: \_\_\_\_\_  
Name: David A. Weber, Ph.D.  
Title: President and CEO

**ASSIGNEE:**


**ALK-ABELLO, INC.**

By:  \_\_\_\_\_  
Name: Jorge Alderete  
Title: President, ALK Americas

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be executed by a duly authorized officer, as of the Effective Date.

**ASSIGNOR:**

**OTONOMY, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: David A. Weber, Ph.D.  
Title: President and CEO

**ASSIGNEE:**

**ALK-ABELLÓ, INC.**

By: \_\_\_\_\_  
Name: Jorge Alderete  
Title: President, ALK Americas

**Exhibit A**  
**Assigned Patents**

<b>Matter Number</b>	<b>Country</b>	<b>Status</b>	<b>Application #</b>	<b>Date Filed</b>	<b>Patent #</b>	<b>Grant Date</b>	<b>Ownership</b>
128287-0026AU01	Australia	Closed	2014311358	Aug 26, 2014			Solely Owned
128287-0026BR01	Brazil	Closed	1120160041771	Aug 26, 2014			Solely Owned
128287-0026CA01	Canada	Abandoned	2,921,816	Aug 26, 2014			Solely Owned
128287-0026CN01	China	Closed	201480059041.6	Aug 26, 2014			Solely Owned
128287-0026CT01	U.S.	Abandoned	15/264,107	Sep 13, 2016			Solely Owned
128287-0026EA01	Eurasia	Abandoned	201690323	Aug 26, 2014			Solely Owned
128287-0026EP01	Europe	Closed	14840963.4	Aug 26, 2014			Solely Owned
128287-0026JP01	Japan	Closed	2016-537779	Aug 26, 2014			Solely Owned
128287-0026KR01	Korea	Abandoned	10-2016-7006673	Aug 26, 2014			Solely Owned
128287-0026MX01	Mexico	Closed	MX/a/2016/002408	Aug 26, 2014			Solely Owned
128287-0026PV01	U.S.	Expired	61/870,318	Aug 27, 2013			Solely Owned
128287-0026PV02	U.S.	Expired	61/914,904	Dec 11, 2013			Solely Owned
128287-0026UT01	U.S.	Issued	14/469,408	Aug 26, 2014	9486405	Nov 8, 2016	Solely Owned
128287-0026WO01	PCT	Completed	PCT/US2014/052754	Aug 26, 2014			Solely Owned
128287-0027AU01	Australia	Closed	2015284048	Jul 1, 2015			Solely Owned
128287-0027AU02	Australia	Pending	2019275578	Jul 1, 2015			Solely Owned
128287-0027CA01	Canada	Pending	2,954,170	Jul 1, 2015			Solely Owned
128287-0027CN01	China	Issued	201580047482.9	Jul 1, 2015	2015800474829	Jul 17, 2020	Solely Owned
128287-0027CT01	U.S.	Issued	14/928,920	Oct 30, 2015	9757484	Sep 12, 2017	Solely Owned
128287-0027EP01	Europe	Allowed	15814972.4	Jul 1, 2015			Solely Owned
128287-0027IN01	India	Closed	201717002122	Jul 1, 2015			Solely Owned
128287-0027JP01	Japan	Issued	2016-576003	Jul 1, 2015	6297180	Mar 2, 2018	Solely Owned

<b>Matter Number</b>	<b>Country</b>	<b>Status</b>	<b>Application #</b>	<b>Date Filed</b>	<b>Patent #</b>	<b>Grant Date</b>	<b>Ownership</b>
128287-0027JP02	Japan	Abandoned	2018-002260	Jul 1, 2015			Solely Owned
128287-0027KR01	Korea	Pending	10-2017-7002981	Jul 1, 2015			Solely Owned
128287-0027PV01	U.S.	Expired	62/020,940	Jul 3, 2014			Solely Owned
128287-0027UT01	U.S.	Issued	14/789,771	Jul 1, 2015	9220796	Dec 29, 2015	Solely Owned
128287-0027WO01	PCT	Completed	PCT/US2015/038872	Jul 1, 2015			Solely Owned
128287-0028PV01	U.S.	Expired	62/266,537	Dec 11, 2015			Solely Owned
128287-0028PV02	U.S.	Expired	62/302,724	Mar 2, 2016			Solely Owned
128287-0028US01	U.S.	Pending	16/060,873	Dec 9, 2016			Solely Owned
128287-0028WO01	PCT	Completed	PCT/US2016/065833	Dec 9, 2016			Solely Owned
128287-0029EP01	Europe	Pending	17851549.0	Sep 14, 2017			Solely Owned
128287-0029PV01	U.S.	Expired	62/395,995	Sep 16, 2016			Solely Owned
128287-0029UT01	U.S.	Allowed	15/705,101	Sep 14, 2017			Solely Owned
128287-0029WO01	PCT	Completed	PCT/US2017/051625	Sep 14, 2017			Solely Owned
128287-0030EP01	Europe	Abandoned	17857328.3	Sep 27, 2017			Solely Owned
128287-0030PV01	U.S.	Expired	62/402,749	Sep 30, 2016			Solely Owned
128287-0030UT01	U.S.	Pending	15/717,467	Sep 27, 2017			Solely Owned
128287-0030WO01	PCT	Completed	PCT/US2017/053715	Sep 27, 2017			Solely Owned
128287-0025AR01	Argentina	Abandoned	P090102772	Jul 21, 2009			Co-Owned
128287-0025AU01	Australia	Issued	2009274137	Jul 20, 2009	2009274137	Feb 13, 2014	Co-Owned
128287-0025AU02	Australia	Abandoned	2014200457	Jul 20, 2009	2014200457	Nov 10, 2016	Co-Owned
128287-0025BR01	Brazil	Closed	PI 0916323-9	Jul 20, 2009			Co-Owned
128287-0025CA01	Canada	Issued	2,731,766	Jul 20, 2009	2731766	Jan 28, 2014	Co-Owned



<b>Matter Number</b>	<b>Country</b>	<b>Status</b>	<b>Application #</b>	<b>Date Filed</b>	<b>Patent #</b>	<b>Grant Date</b>	<b>Ownership</b>
128287-0025CN01	China	Abandoned	200980128742.X	Jul 20, 2009			Co-Owned
128287-0025CN02	China	Issued	201410645825.9	Jul 20, 2009	ZL201410645825.9	May 18, 2018	Co-Owned
128287-0025CP01	U.S.	Issued	12/506,127	Jul 20, 2009	8318817	Nov 27, 2012	Co-Owned
128287-0025CT01	U.S.	Issued	13/645,126	Oct 4, 2012	9233068	Jan 12, 2016	Co-Owned
128287-0025CT02	U.S.	Issued	13/848,636	Mar 21, 2013	10772828	Sep 15, 2020	Co-Owned
128287-0025CT03	U.S.	Issued	14/618,926	Feb 10, 2015	9205048	Dec 8, 2015	Co-Owned
128287-0025CT04	U.S.	Issued	14/741,092	Jun 16, 2015	9867778	Jan 16, 2018	Co-Owned
128287-0025CT05	U.S.	Issued	14/836,184	Aug 26, 2015	9603796	Mar 28, 2017	Co-Owned
128287-0025CT06	U.S.	Abandoned	14/922,448	Oct 26, 2015			Co-Owned
128287-0025CT07	U.S.	Pending	15/710,727	Sep 20, 2017			Co-Owned
128287-0025DE01	Germany	Issued	602009063102.0	Jul 20, 2009	2299979	Nov 25, 2020	Co-Owned
128287-0025EP01	Europe	Completed	09800852.7	Jul 20, 2009	2299979	Nov 25, 2020	Co-Owned
128287-0025FR01	France	Issued	09800852.7	Jul 20, 2009	2299979	Nov 25, 2020	Co-Owned
128287-0025GB01	United Kingdom	Issued	09800852.7	Jul 20, 2009	2299979	Nov 25, 2020	Co-Owned
128287-0025GC01	Gulf Coop. Coun.	Abandoned	2009/13954	Jul 21, 2009			Co-Owned
128287-0025IL01	Israel	Issued	210720	Jul 20, 2009	210720	Oct 31, 2015	Co-Owned
128287-0025IL02	Israel	Closed	235735	Jul 20, 2009	235735	Jul 31, 2018	Co-Owned
128287-0025IN01	India	Closed	635/DELNP/2011	Jul 20, 2009	285410	Jul 19, 2017	Co-Owned
128287-0025JO01	Jordan	Closed	273/2009	Jul 20, 2009			Co-Owned

<b>Matter Number</b>	<b>Country</b>	<b>Status</b>	<b>Application #</b>	<b>Date Filed</b>	<b>Patent #</b>	<b>Grant Date</b>	<b>Ownership</b>
128287-0025JP01	Japan	Issued	2011-520123	Jul 20, 2009	5839189	Nov 20, 2015	Co-Owned
128287-0025JP02	Japan	Closed	2014-049353	Jul 20, 2009	5903119	Mar 18, 2016	Co-Owned
128287-0025JP03	Japan	Closed	2016-048716	Jul 20, 2009			Co-Owned
128287-0025KR01	Korea	Issued	10-2011-7003972	Jul 20, 2009	1367479	Feb 19, 2014	Co-Owned
128287-0025MX01	Mexico	Lapsed	MX/a/2011/000862	Jul 20, 2009	330264	May 21, 2015	Co-Owned
128287-0025PE01	Peru	Abandoned	0959-2009/DIN	Jul 20, 2009			Co-Owned
128287-0025PH01	Philippines	Closed	1-2011-500141	Jul 20, 2009	1-2011-500141	Jul 15, 2014	Co-Owned
128287-0025PK01	Pakistan	Closed	0666/2009	Jul 20, 2009			Co-Owned
128287-0025PV01	U.S.	Expired	61/083,871	Jul 25, 2008			Co-Owned
128287-0025RU01	Russian Fed.	Closed	2011106376	Jul 20, 2009	2495662	Oct 20, 2013	Co-Owned
128287-0025SG01	Singapore	Closed	2011003464	Jul 20, 2009	168238	Nov 11, 2016	Co-Owned
128287-0025TH01	Thailand	Closed	0901003265	Jul 20, 2009			Co-Owned
128287-0025TW01	Taiwan R.O.C.	Abandoned	098124496	Jul 20, 2009	I450732	Sep 1, 2014	Co-Owned
128287-0025UY01	Uruguay	Closed	31.999	Jul 21, 2009			Co-Owned
128287-0025VE01	Venezuela	Closed	2009-001369	Jul 20, 2009			Co-Owned
128287-0025WO01	PCT	Completed	PCT/US2009/051172	Jul 20, 2009			Co-Owned
128287-0025ZA01	South Africa	Closed	2010/09115	Jul 20, 2009	2010/09115	Oct 26, 2011	Co-Owned