

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6825229

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INSYS THERAPEUTICS, INC.	10/31/2019
INSYS PHARMA, INC.	10/31/2019
INSYS DEVELOPMENT COMPANY, INC.	10/31/2019
RECEIVING PARTY DATA	
Name:	FRESH CUT DEVELOPMENT, LLC
Street Address:	444 S ELLIS ST.
City:	CHANDLER
State/Country:	ARIZONA
Postal Code:	85224
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15132896
Application Number:	16282817
CORRESPONDENCE DATA	
Fax Number:	
<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:	6175019560
Email:	marie@kwlaw.co
Correspondent Name:	MARIE AUCOIN
Address Line 1:	6122 N 7TH ST
Address Line 2:	SUITE D
Address Line 4:	PHOENIX, ARIZONA 85014
ATTORNEY DOCKET NUMBER:	9800-00936; 9800-00937
NAME OF SUBMITTER:	MARIE AUCOIN
SIGNATURE:	/Marie Aucoin/
DATE SIGNED:	07/21/2021
Total Attachments: 8	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment"), dated as of October 31, 2019 ("Effective Date"), is entered into by and among 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, and Insys Development Company, Inc., a corporation organized and existing under the Laws of Delaware (each an "Assignor" and together, "Assignors"), and Fresh Cut Development, LLC, a Delaware limited liability company ("Assignee"). Assignors and Assignee are individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to the terms, definitions, and obligations of a certain Asset Purchase Agreement, incorporated by reference herein, dated as of August 6, 2019, by and between Parent and Chilion Group Holdings US, Inc., a Delaware corporation ("Buyer") (as amended, supplemented and/or modified from time to time, the "Purchase Agreement"), Parent agreed to sell, and to cause its Affiliates (including the other Assignors) to sell, to Buyer, and Buyer 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 their entire worldwide right, title and interest in, to and under the Patent Rights set forth on Exhibit A hereto (the "Assigned Patents");

WHEREAS, Buyer has requested that Assignee, a wholly-owned subsidiary of Buyer, receive the Assigned Patents as Buyer's designee; and

WHEREAS, Assignee desires to purchase, acquire and accept the Assigned Patents and their Patent Rights 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, their entire worldwide right, title and interest in, to and under the Assigned Patents, free and clear of all liens, claims, encumbrances, or other interests, the same to be held and enjoyed by Assignee for its own use and enjoyment and for 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 the Purchase Agreement and this Assignment had not been made, as the assignee of all such respective entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, accountings, 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, and the right to enforce, bring lawsuits, counterclaims, and to recover for past, present and future infringements, misappropriation, dilution or other violation of the Patent Rights and other intellectual property rights assigned or to be assigned under this Assignment.

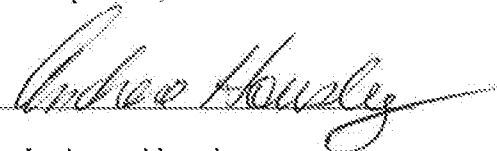
3. This Assignment is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and permitted assigns. It is understood that any finding of invalidity or unenforceability of one assignment as effected hereby shall not affect the assignment of 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 of America 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 and agreed 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 Assignment to be duly executed and delivered as of the Effective Date.

As Assignor

Insys Therapeutics, Inc.

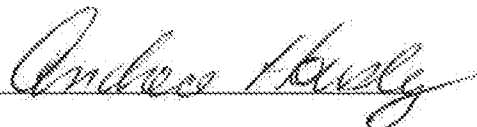
By: 

Name: Andrece Housley

Title: Chief Financial Officer

As Assignor

Insys Pharma, Inc.

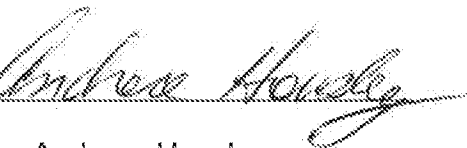
By: 

Name: Andrece Housley

Title: Chief Financial Officer

As Assignor

Insys Development Company, Inc.

By: 

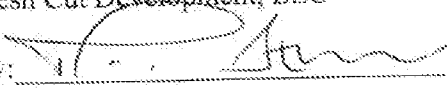
Name: Andrece Housley

Title: Chief Financial Officer

[Signature Page to Patent Assignment Agreement]

As Assignee

Fresh Cut Development, LLC

By: 

Name: Paul Brucaroni

Title: CEO

[Signature Page to Patent Assignment Agreement]

EXHIBIT A
ASSIGNED PATENTS

SYNDROS®						
PUBLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	EXPIRATION DATE	JURIS-DICTION	OWNER OF RECORD
WO/2019/139864		1/8/2019			International	INSYS DEVELOPMENT COMPANY, INC.
20110306660	8,222,292	8/31/2011	7/17/2012	8/6/2028	United States	INSYS DEVELOPMENT COMPANY, INC.
20140100269	9,345,771	10/4/2012	5/24/2016	8/6/2028	United States	INSYS DEVELOPMENT COMPANY, INC.
20160228405	10,265,293	4/19/2016	4/23/2019	8/6/2028	United States	INSYS DEVELOPMENT COMPANY, INC.
20190192428		2/22/2019			United States	INSYS DEVELOPMENT COMPANY, INC.
20190209517		1/8/2019			United States	INSYS DEVELOPMENT COMPANY, INC.

CANNABINOIDS						
PUBLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	EXPIRATION DATE	JURIS-DICTION	OWNER OF RECORD
2015266897		5/28/2015			Australia	INSYS PHARMA, INC.
2016267585		11/28/2017			Australia	INSYS DEVELOPMENT COMPANY, INC.
CA 2950424		5/28/2015			Canada	INSYS PHARMA, INC.
CA 2986268		4/27/2017			Canada	INSYS DEVELOPMENT COMPANY, INC.
CA 3025702		11/28/2017			Canada	INSYS DEVELOPMENT COMPANY, INC.
CN106999598		5/28/2015			China	INSYS PHARMA, INC.
EP3148589		5/28/2015			Europe	INSYS PHARMA, INC.
EP 3302437		4/27/2017			Europe	INSYS DEVELOPMENT COMPANY, INC.
EP3462885		11/28/2017			Europe	INSYS DEVELOPMENT COMPANY, INC.
249197		5/28/2015			Israel	INSYS PHARMA, INC.
JP2017519742		5/28/2015			Japan	INSYS PHARMA, INC.

JP2018516281		11/28/2017			Japan	INSYS DEVELOPMENT COMPANY, INC.
KR1020170008311		5/28/2015			Korea	INSYS PHARMA, INC.
MX/A/2016/015636		5/28/2015			Mexico	INSYS PHARMA, INC.
726746		5/28/2015			New Zealand	INSYS PHARMA, INC.
2016/08209		5/28/2015			South Africa	INSYS PHARMA, INC.
WO/2018/200024		9/22/2017			International	INSYS DEVELOPMENT COMPANY, INC.
20150343071		5/28/2015			United States	INSYS DEVELOPMENT COMPANY, INC.
20150342902		7/31/2015			United States	INSYS DEVELOPMENT COMPANY, INC.
20160271252		5/27/2016			United States	INSYS DEVELOPMENT COMPANY, INC.
20160367496		8/31/2016			United States	INSYS DEVELOPMENT COMPANY, INC.
20170224634		4/27/2017			United States	INSYS DEVELOPMENT COMPANY, INC.
20180028489		9/22/2017			United States	INSYS DEVELOPMENT COMPANY, INC.
Application no. 62/846,279		5/10/2019			United States	INSYS DEVELOPMENT COMPANY, INC.
Application no. 62/847,991		5/15/2019			United States	INSYS DEVELOPMENT COMPANY, INC.
Application no. 62/856,526		6/3/2019			United States	INSYS DEVELOPMENT COMPANY, INC.

ADDITIONAL PATENT PUBLICATIONS						
PUBLICATION NO.	PATENT NO.	FILING DATE	ISSUE DATE	EXPIRATION DATE	JURIS-DICTION	OWNER OF RECORD
SILDENAFIL						
2,981,615		10/3/2017			Canada	INSYS DEVELOPMENT COMPANY, INC.
EP3277283		10/3/2017			Europe	INSYS DEVELOPMENT COMPANY, INC.
CN108367010		10/3/2017			China	INSYS DEVELOPMENT COMPANY, INC.

20150133459	9,370,518	11/7/2014	6/21/2016	11/7/2034	United States	INSYS DEVELOPMENT COMPANY, INC.
20160287593	9,662,334	4/2/2016	5/30/2017	11/7/2034	United States	INSYS DEVELOPMENT COMPANY, INC.
20170216196	10,111,833	4/17/2017	10/30/2018	11/7/2034	United States	INSYS DEVELOPMENT COMPANY, INC.
BUPRENORPHINE						
2,923,811		8/26/2014			Canada	INSYS PHARMA, INC.
3,003,293		10/27/2016			Canada	INSYS DEVELOPMENT COMPANY, INC.
108463214A		10/27/2016			China	INSYS DEVELOPMENT COMPANY, INC.
EP3043777		8/26/2014			Europe	INSYS PHARMA, INC.
EP3368013		11/27/2016			Europe	INSYS DEVELOPMENT COMPANY, INC.
JP2016629328		8/26/2014			Japan	INSYS DEVELOPMENT COMPANY, INC.
JP2018531964		11/27/2016			Japan	INSYS DEVELOPMENT COMPANY, INC.
20150071971	9,216,175	8/26/2014	12/22/2015	8/26/2034	United States	INSYS DEVELOPMENT COMPANY, INC.
20160045430	9,839,611	10/27/2015	12/12/2017	8/26/2034	United States	INSYS DEVELOPMENT COMPANY, INC.
20160361307	9,867,818	8/24/2016	1/16/2018	8/26/2034	United States	INSYS DEVELOPMENT COMPANY, INC.
20170042884	9,918,981	10/27/2016	3/20/2018	8/26/2034	United States	INSYS DEVELOPMENT COMPANY, INC.
20180153795		2/2/2018			United States	INSYS DEVELOPMENT COMPANY, INC.
ONDANSETRON						
20150133517	9,566,233	11/14/2014	2/14/2017	11/14/2034	United States	INSYS DEVELOPMENT COMPANY, INC.
20170042861	10,172,833	8/8/2016	2/16/2017	11/14/2034	United States	INSYS DEVELOPMENT COMPANY, INC.
DICLOFENAC						
20160008306	9,855,234	7/6/2015	1/2/2018	7/6/2035	United States	INSYS DEVELOPMENT COMPANY, INC.
RIZATRIPTAN						
20190224171		1/8/2019			United States	INSYS DEVELOPMENT COMPANY, INC.

WO2019143925		1/8/2019			International	INSYS DEVELOPMENT COMPANY, INC.
DISPOSAL SYSTEM						
20160361667		6/6/2016			United States	INSYS DEVELOPMENT COMPANY, INC.
LIPOSOMES / PACLITAXEL						
20060029658	8,298,573	8/3/2005	10/30/2012	4/28/2026	United States	INSYS THERAPEUTICS, INC.
ROOM-TEMPERATURE STABLE DRONABINOL FORMULATIONS						
US 8628796	8,628,796	12/09/2005	01/14/2014	16-June-2028	US	INSYS DEVELOPMENT COMPANY, INC.