

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6933000

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSET PURCHASE BY WAY OF DEED	
CONVEYING PARTY DATA		
	Name	Execution Date
	GW PHARMA LIMITED	03/29/2018
RECEIVING PARTY DATA		
Name:	GW RESEARCH LIMITED	
Street Address:	SOVEREIGN HOUSE, VISION PARK	
Internal Address:	HISTON	
City:	CAMBRIDGE	
State/Country:	UNITED KINGDOM	
Postal Code:	CB24 9BZ	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17340885
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<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:	(202) 728-7079	
Email:	lharveyjones@cooley.com, zIPPatentDocketingMailboxUS@Cooley.com	
Correspondent Name:	COOLEY LLP	
Address Line 1:	1299 PENNSYLVANIA AVENUE N.W.	
Address Line 2:	ATTN: PATENT GROUP	
Address Line 4:	WASHINGTON, D.C. 20004	
ATTORNEY DOCKET NUMBER:	GWPH-004/03US 329736-2094	
NAME OF SUBMITTER:	JONATHAN M. COUSIN	
SIGNATURE:	/Jonathan M. Cousin/	
DATE SIGNED:	09/23/2021	
Total Attachments: 60		
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EXECUTION COPY

GW PHARMA LTD

- and -

GW RESEARCH LTD

ASSET PURCHASE BY WAY OF DEED

PATENT
REEL: 057598 FRAME: 0048

THIS DEED is dated 29 March 2018 and made

BETWEEN:

- (1) **GW PHARMA LIMITED**, incorporated in England and Wales with company number 03704998, whose registered address is Sovereign House, Vision Park, Histon, Cambridge CB24 9BZ, UK ("GWP"); and
- (2) **GW RESEARCH LIMITED**, incorporated in England and Wales with company number 03107561, whose registered address is Sovereign House, Vision Park, Histon, Cambridge CB24 9BZ, UK ("GWR").

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (E) The GWP Research Collaboration and Licence Agreement described in paragraph (C) has now expired and GWP wishes to sell and GWR wishes to purchase the GWP Pipeline Assets (as defined below) on the terms and conditions set out in this Agreement.

■ [REDACTED]

THE PARTIES AGREE THAT

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
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■ [REDACTED]

■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

1.1.15 "GWP Pipeline Patent Rights" means the Patent Rights filed by GWP under and pursuant to the terms of the GWP Research Collaboration and Licence Agreement, including those set out in Schedule 1.1.15 which includes published but not yet granted patent applications.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.1.21 "Patent Rights" means: (i) all national, regional and international patents and patent applications, including provisional patent applications; (ii) all patent applications filed

either from such patents, patent applications or provisional applications or from an application claiming priority from any of these, including divisionals, continuations, continuations-in-part, provisionals, converted provisionals, and continued prosecution applications; (iii) any and all patents that have issued or in the future issue from the foregoing patent applications (i) and (ii), including author certificates, inventor certificates, utility models, petty patents and design patents and certificates of invention; (iv) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications (i), (ii) and (iii); and (v) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any such foregoing patent applications and patents.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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■ [REDACTED]
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[REDACTED]

■ [REDACTED]
[REDACTED]

2. SALE OF ASSETS

2.1 Sale and purchase

In accordance with the terms of this Agreement, GWP shall sell, and GWR shall purchase, all such right, title and interest of GWP in the following assets ([REDACTED]) with effect from Completion:

2.1.1 subject to Clause 2.2, the GWP Pipeline Intellectual Property;

■ [REDACTED]
■ [REDACTED]

2.2 This Agreement constitutes an agreement to assign Patent Rights [REDACTED]

2.2.1 With respect to the GWP Pipeline Patent Rights, and notwithstanding any other provisions of this Agreement, the Agreement shall take effect as an agreement to sell such rights, with the sale being completed by the entry of GWP and GWR into such form of agreement(s) as may be required for effecting and recording the assignment at the relevant national or international patent offices, together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of infringement of such rights.

■ [REDACTED]
[REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]

3. **CONSIDERATION**

3.1 **Purchase price**

The consideration for the sale and purchase of the GWP Pipeline Assets (including the agreement to assign the GW Pipeline Patent Rights and the GWP Pipeline Trademarks) shall be the amount of [REDACTED] ("Purchase Price"). The Purchase Price is payable in cash at Completion.

- [REDACTED]
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[REDACTED]

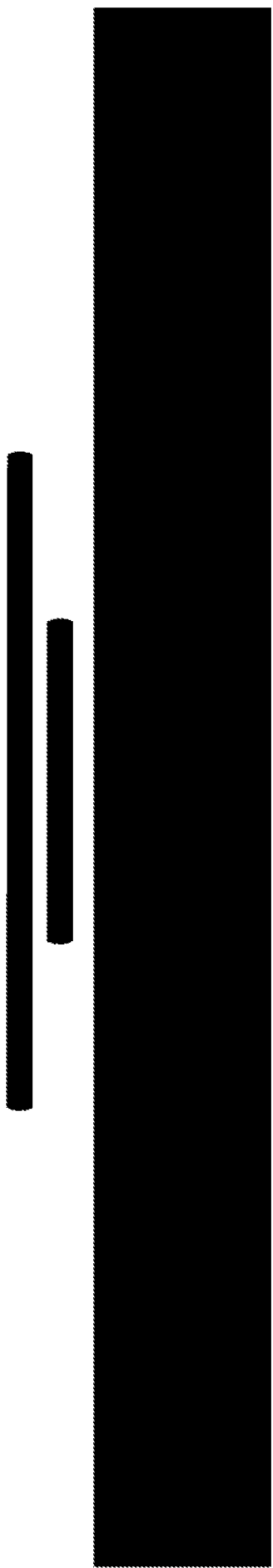
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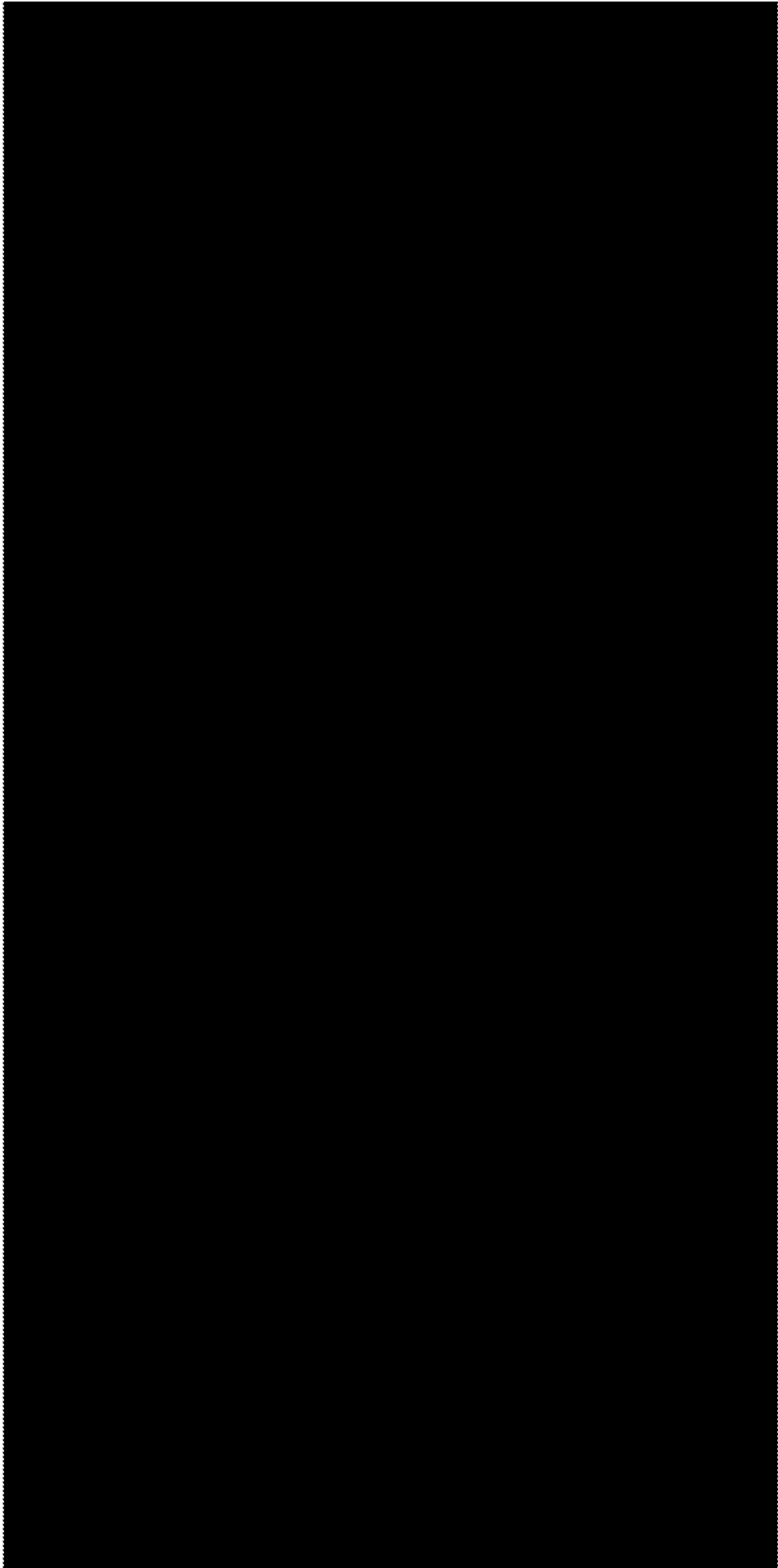
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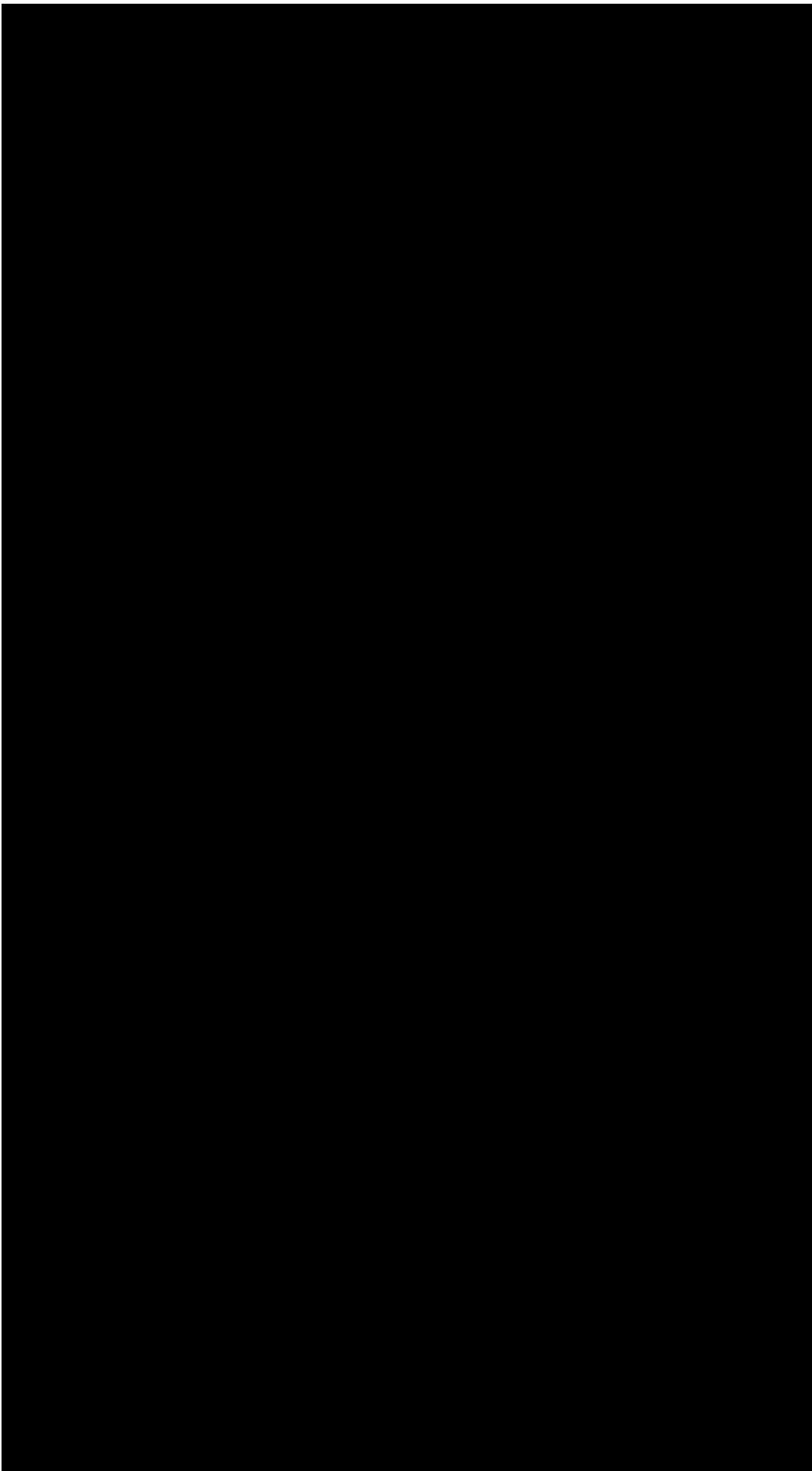
This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

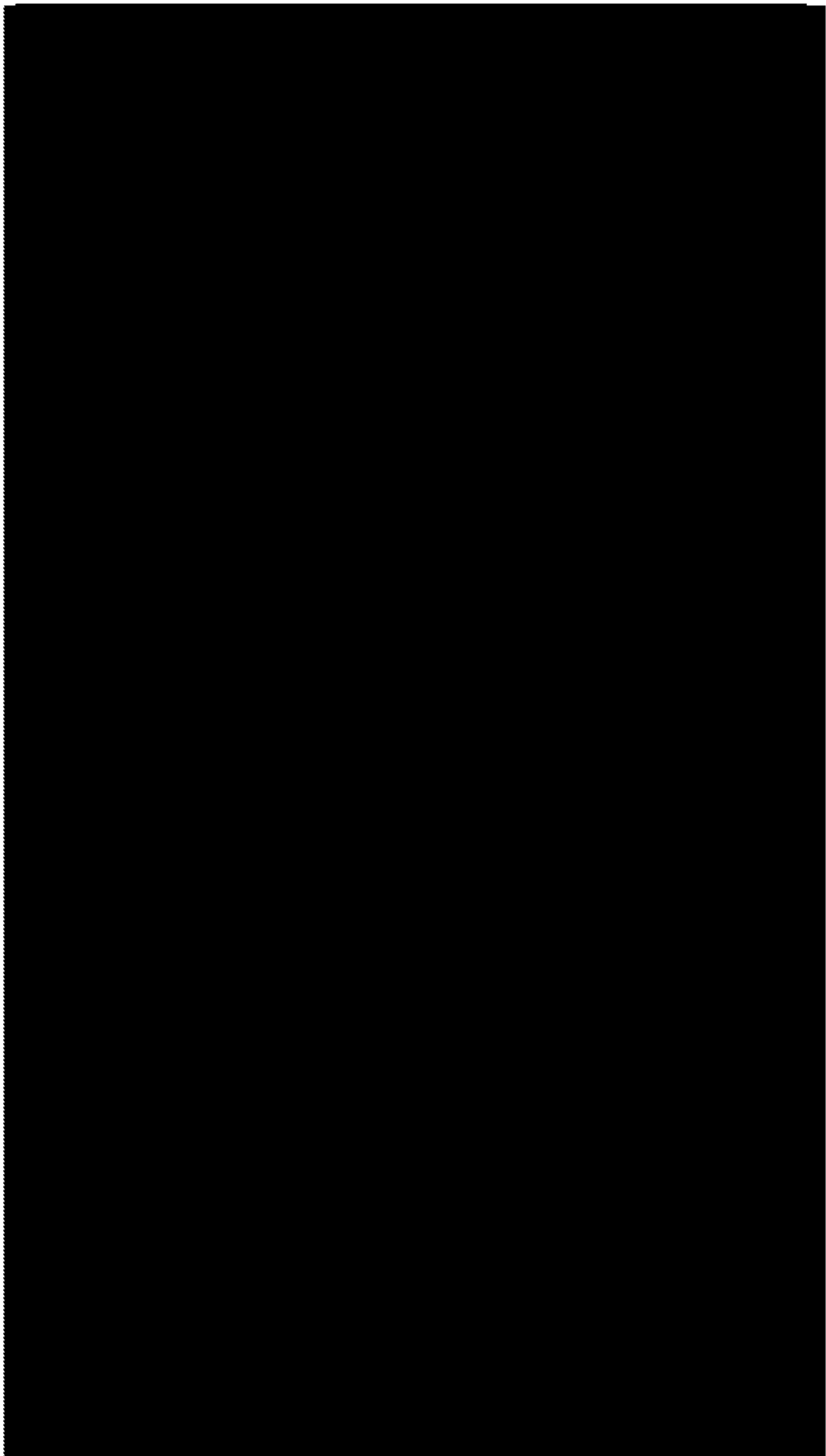


SCHEDULE 1.1.15
GWP PATENT RIGHTS

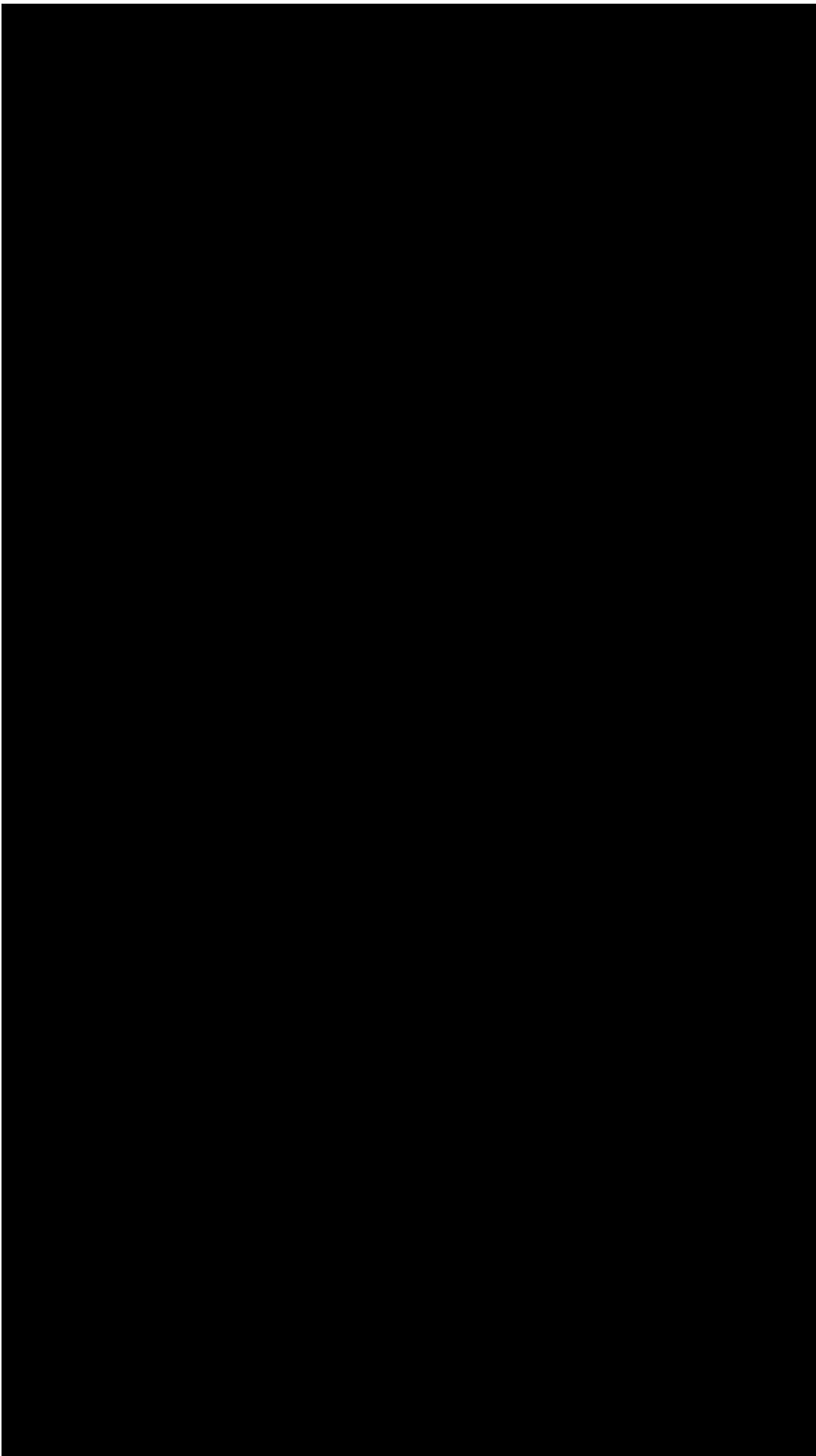


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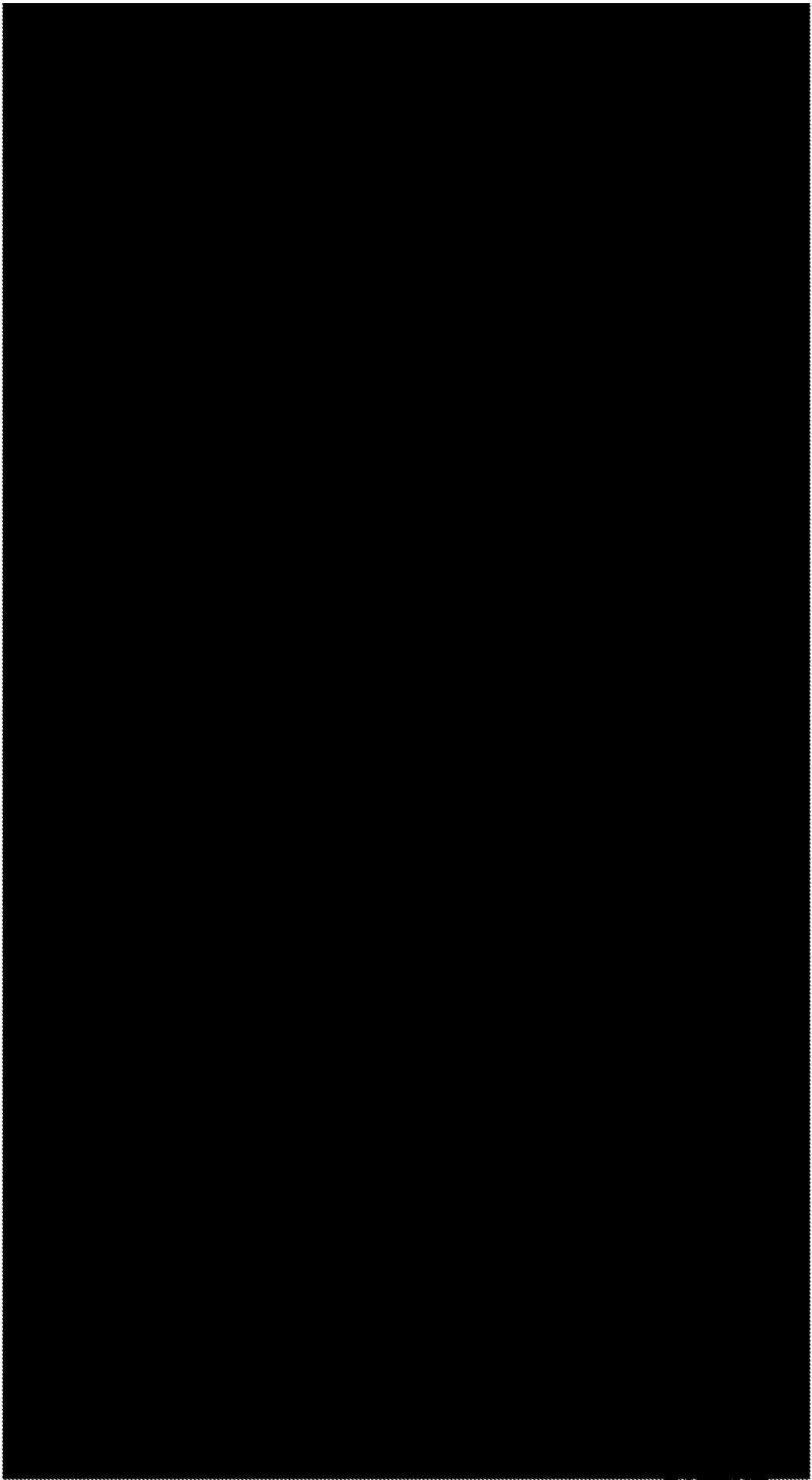


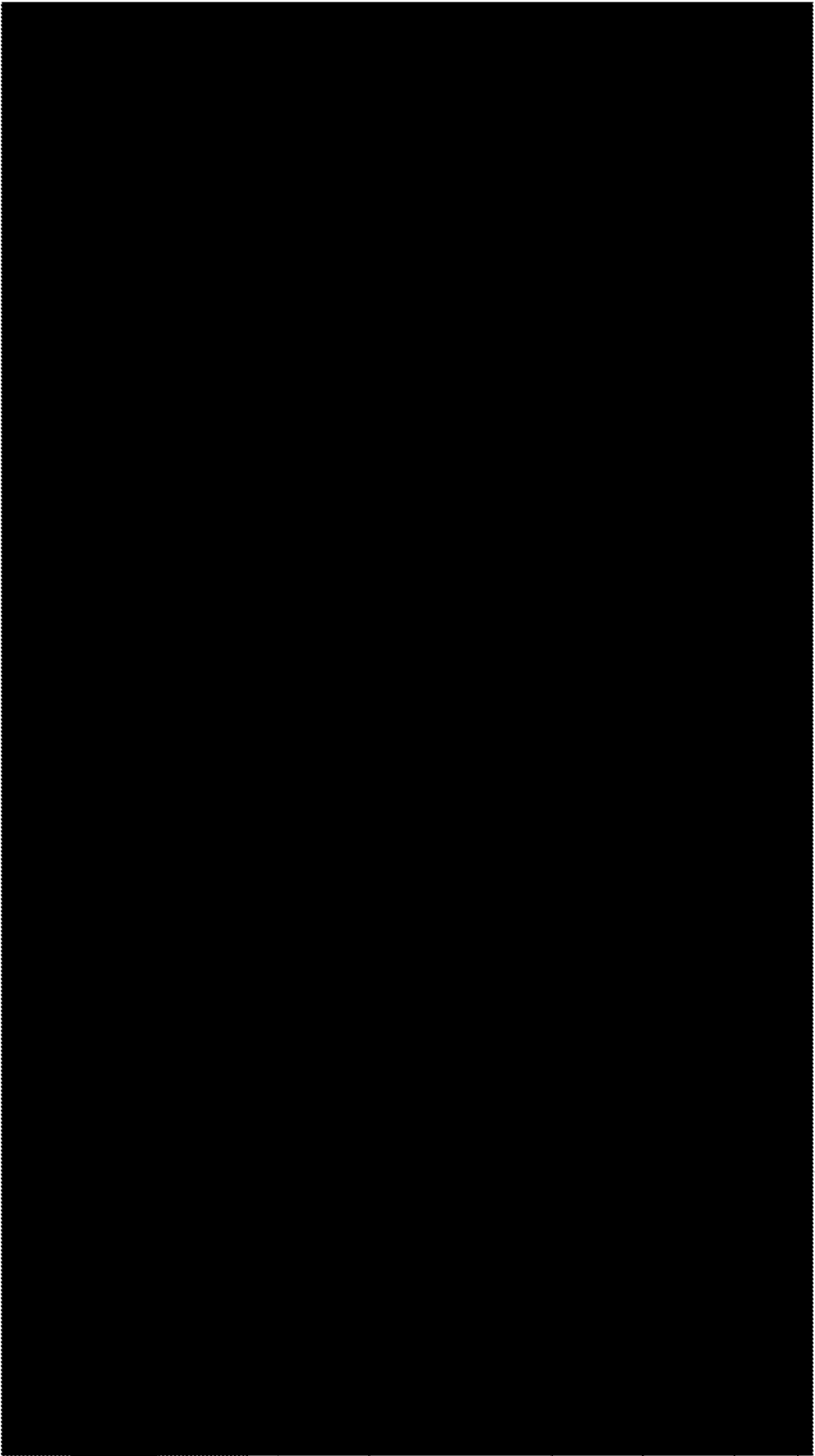


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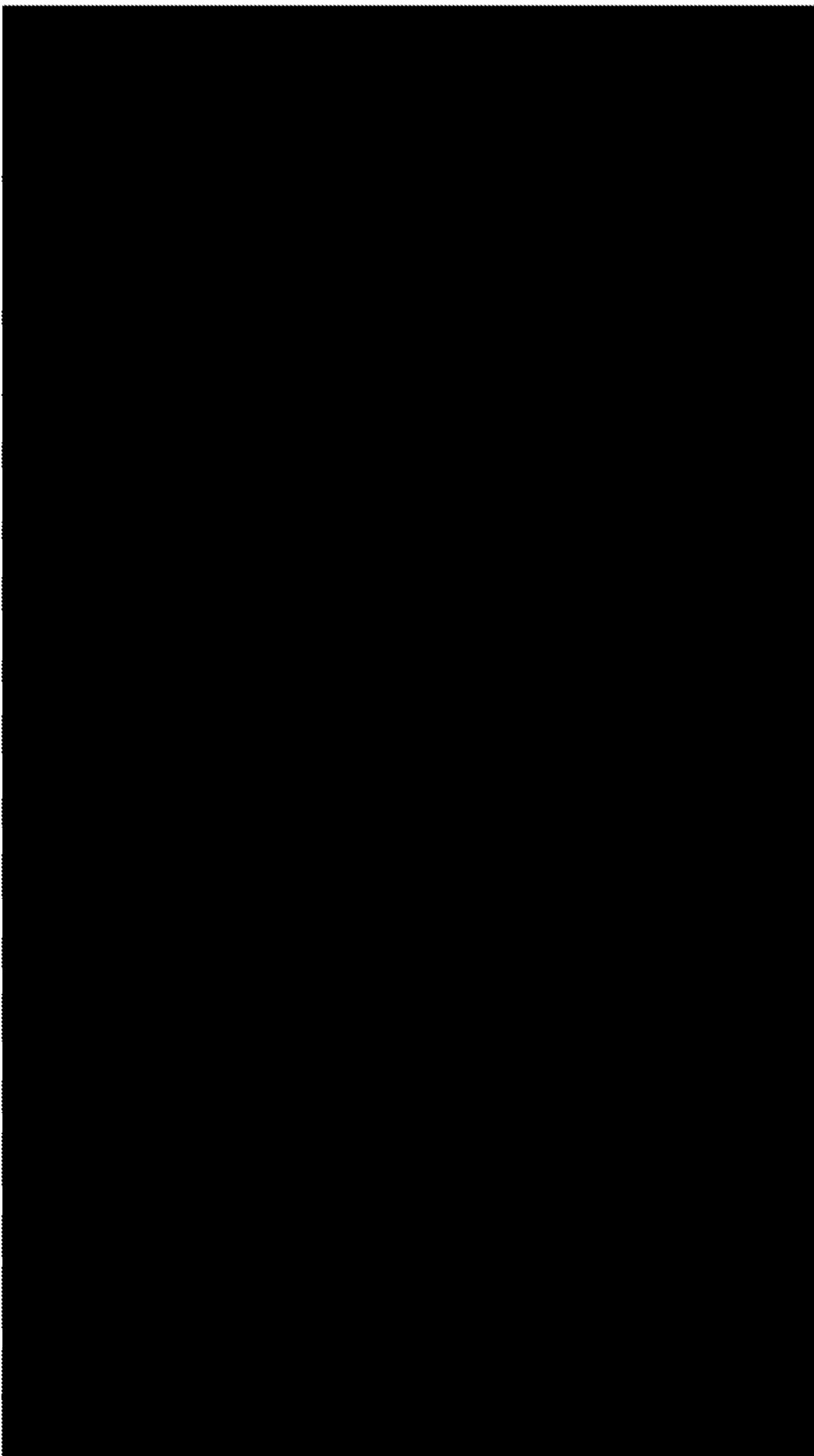


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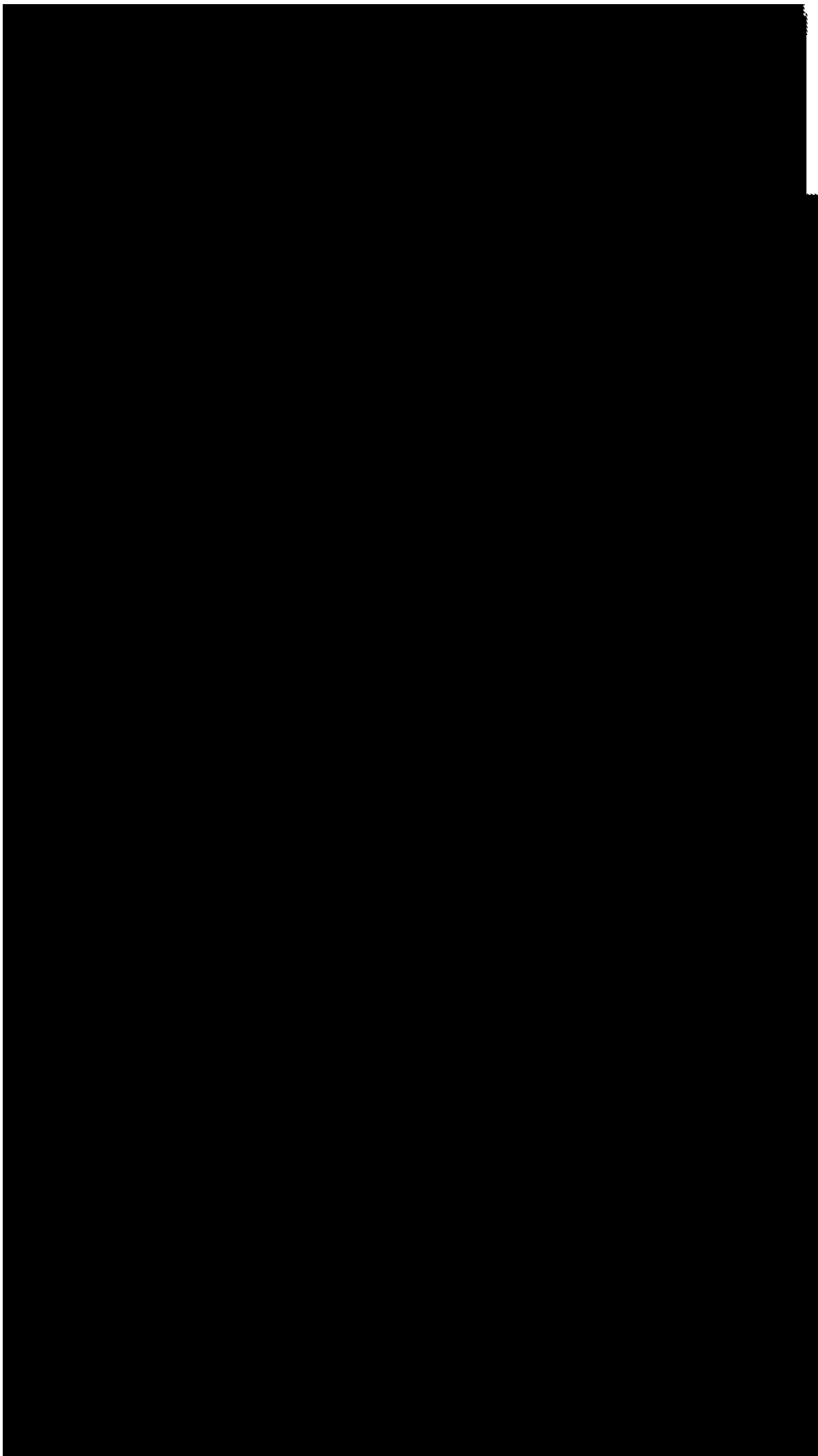




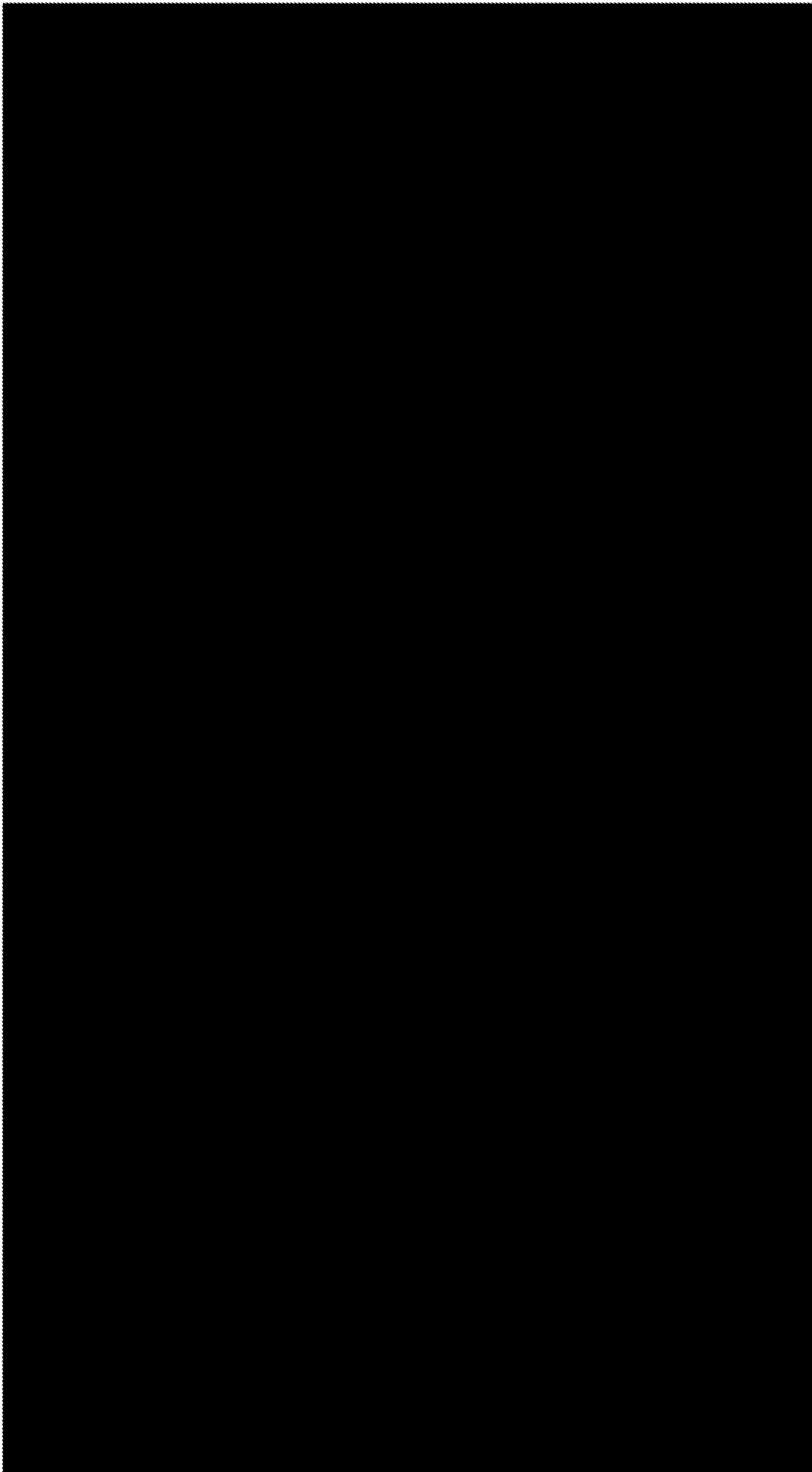
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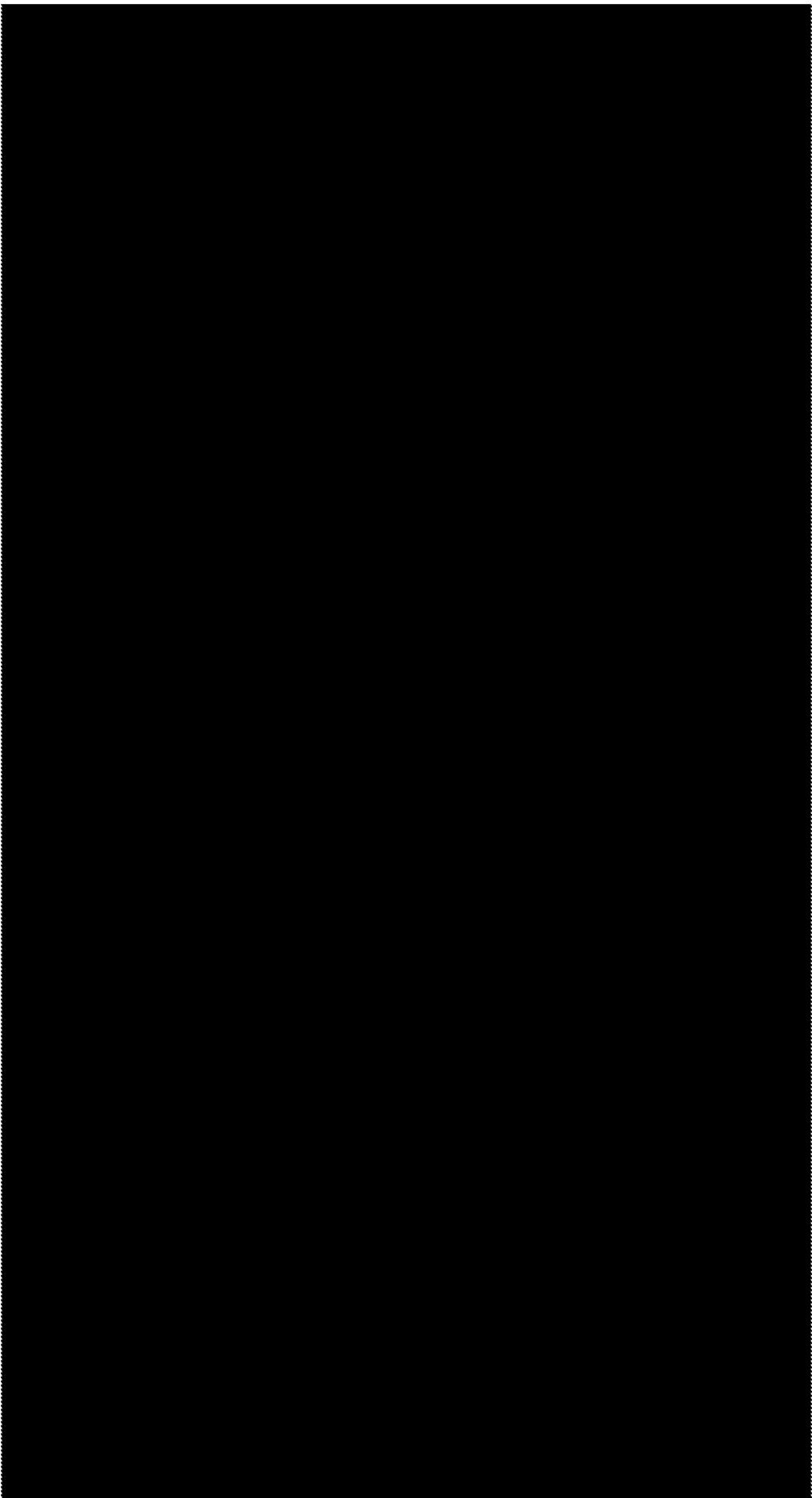
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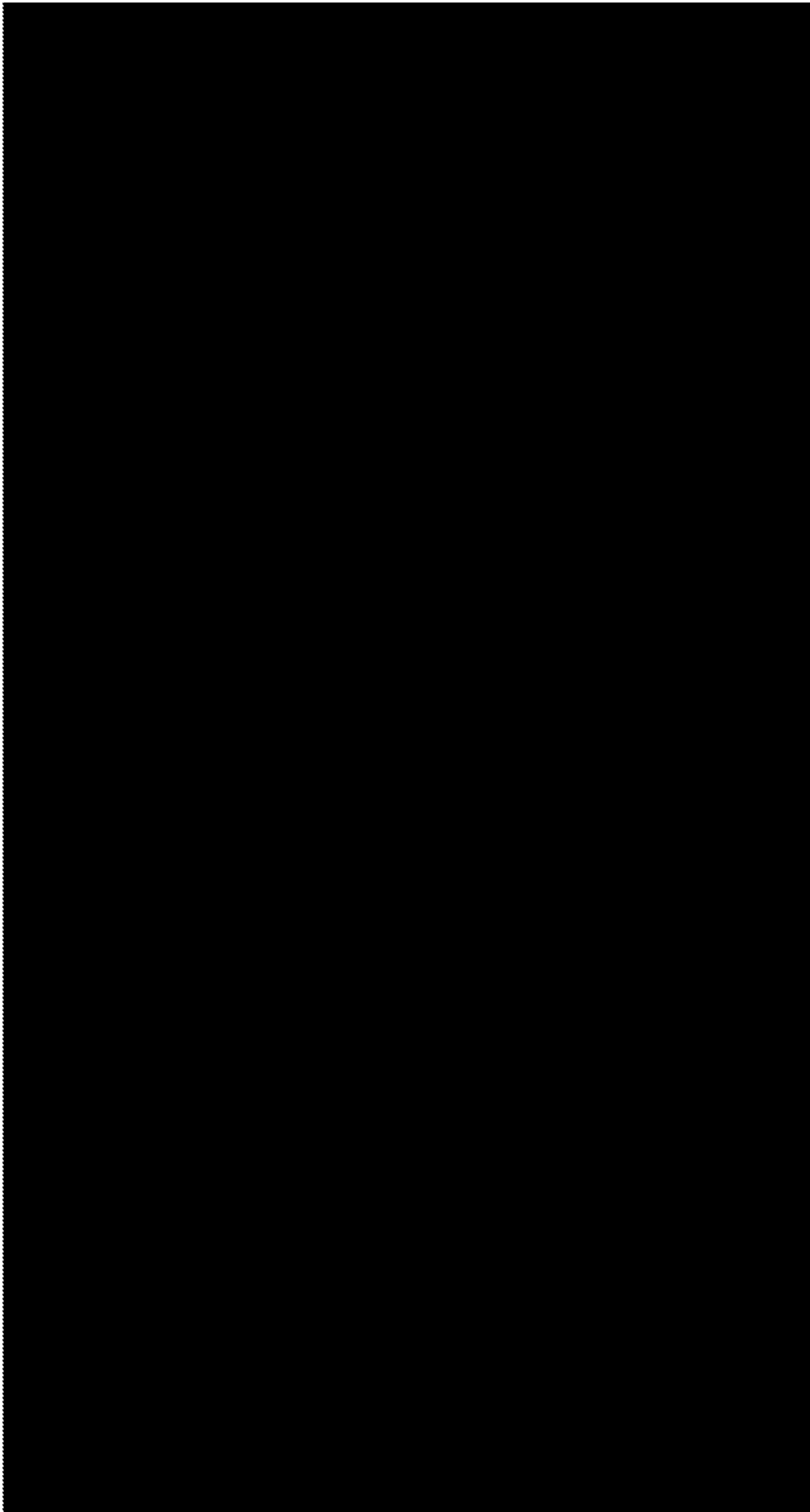
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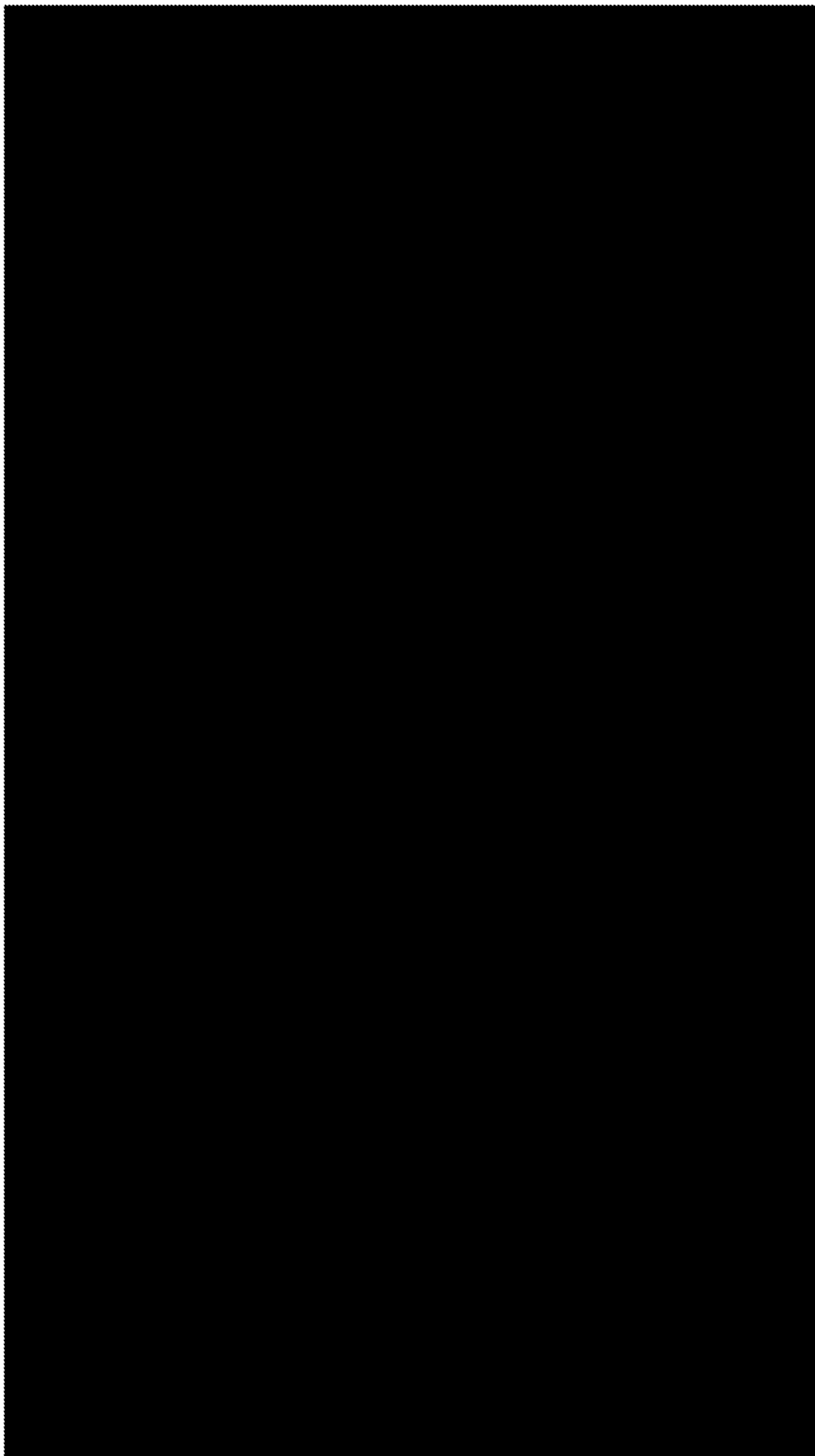
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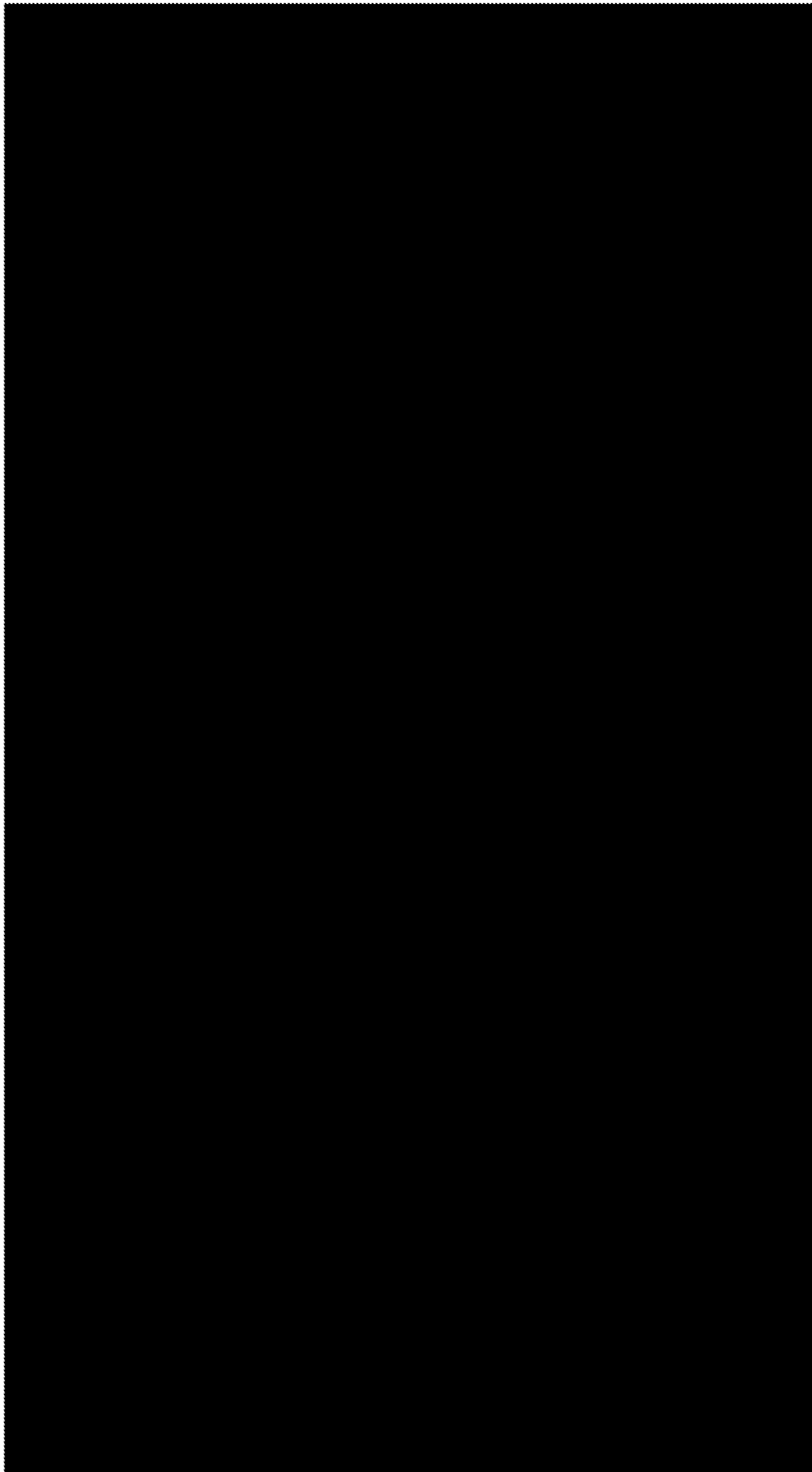
Invention	Applicant	Country	Application No.	Application Date	Grant No.	Grant Date	Status
USE OF CANNABIDIOL IN THE REDUCTION OF CONVULSIVE SEIZURE FREQUENCY IN TREATMENT-RESISTANT EPILEPSY	GW Pharma Limited	USA	14/741,783	17/Jun/2015	9,474,726	25/Oct/2016	Granted
USE OF CANNABIDIOL IN THE REDUCTION OF CONVULSIVE SEIZURE FREQUENCY IN TREATMENT-RESISTANT EPILEPSY	GW Pharma Limited	USA	US15/284,766	17/Jun/2015			Pending
USE OF CANNABIDIOL IN THE REDUCTION OF CONVULSIVE SEIZURE FREQUENCY IN TREATMENT-RESISTANT	GW Pharma Limited	USA	US15/449,084	04/Oct/2016			Pending

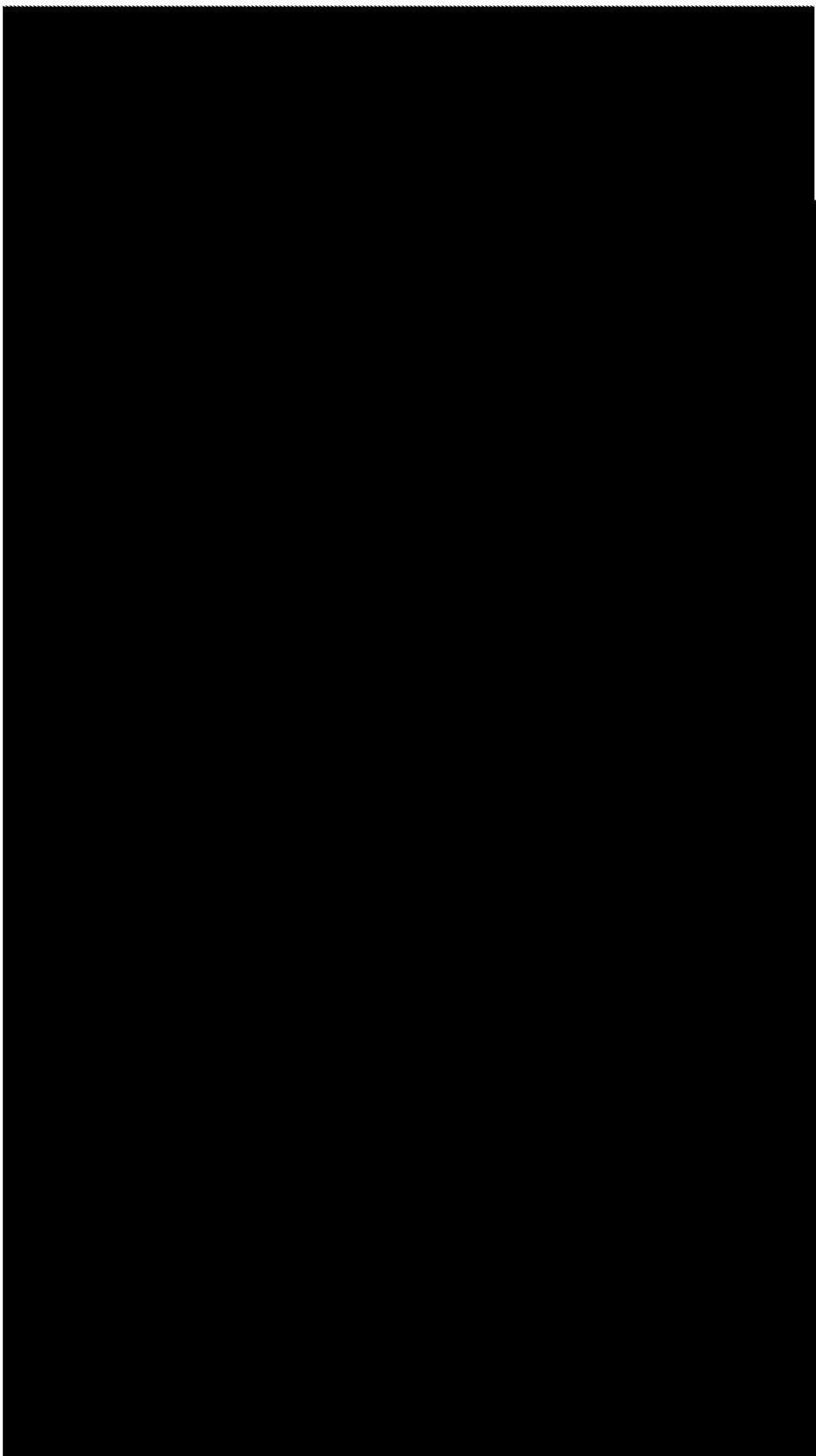
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EPILEPSY							
USE OF CANNABIDIOL IN THE REDUCTION OF CONVULSIVE SEIZURE FREQUENCY IN TREATMENT-RESISTANT EPILEPSY	GW Pharma Limited	USA	US15/449,124	04/Oct/2016			Pending
USE OF CANNABIDIOL IN THE REDUCTION OF CONVULSIVE SEIZURE FREQUENCY IN TREATMENT-RESISTANT EPILEPSY	GW Pharma Limited	USA	US15/449,185	04/Oct/2016			Pending
USE OF CANNABIDIOL IN THE REDUCTION OF CONVULSIVE SEIZURE FREQUENCY IN TREATMENT-RESISTANT EPILEPSY	GW Pharma Limited	USA	US15/449,204	04/Oct/2016			Pending

Invention	Applicant	Country	Application No.	Application Date	Grant No.	Grant Date	Status
EPILEPSY							
USE OF CANNABIDIOL IN THE REDUCTION OF CONVULSIVE SEIZURE FREQUENCY IN TREATMENT-RESISTANT EPILEPSY	GW Pharma Limited	USA	US15/449,177	04/Oct/2016			Pending



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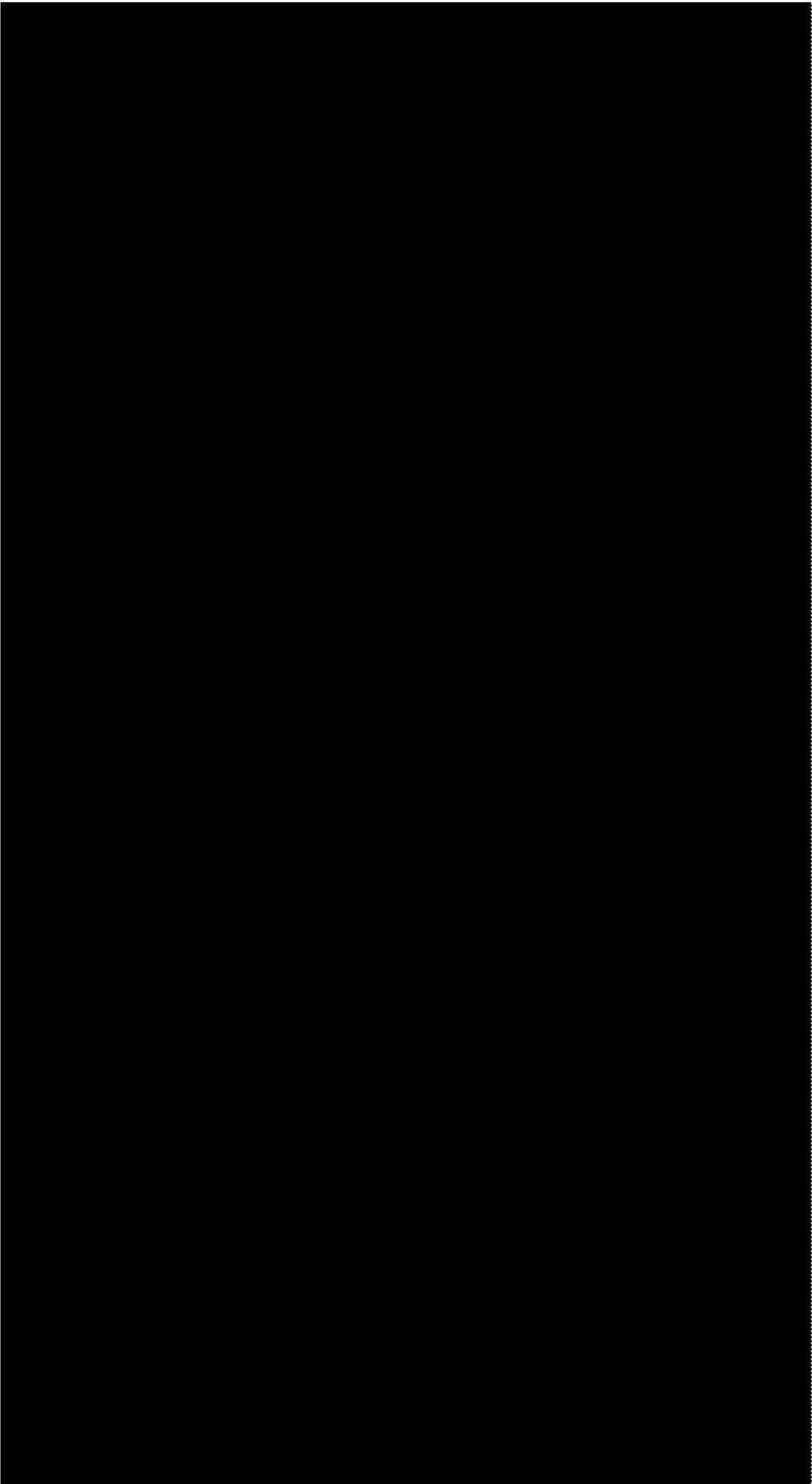




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Invention	Applicant	Country	Application No.	Application Date	Grant No.	Grant Date	Status
USE OF CANNABIDIOL IN THE TREATMENT OF EPILEPSY	GW Pharma Limited	USA	15/519,233	14/Oct/2015			Pending

Invention	Applicant	Country	Application No.	Application Date	Grant No.	Grant Date	Status
USE OF CANNABIDIOL IN THE TREATMENT OF NOCTURNAL SNORING	GW Pharma Limited	USA	15/519,244	14/Oct/2015			Pending

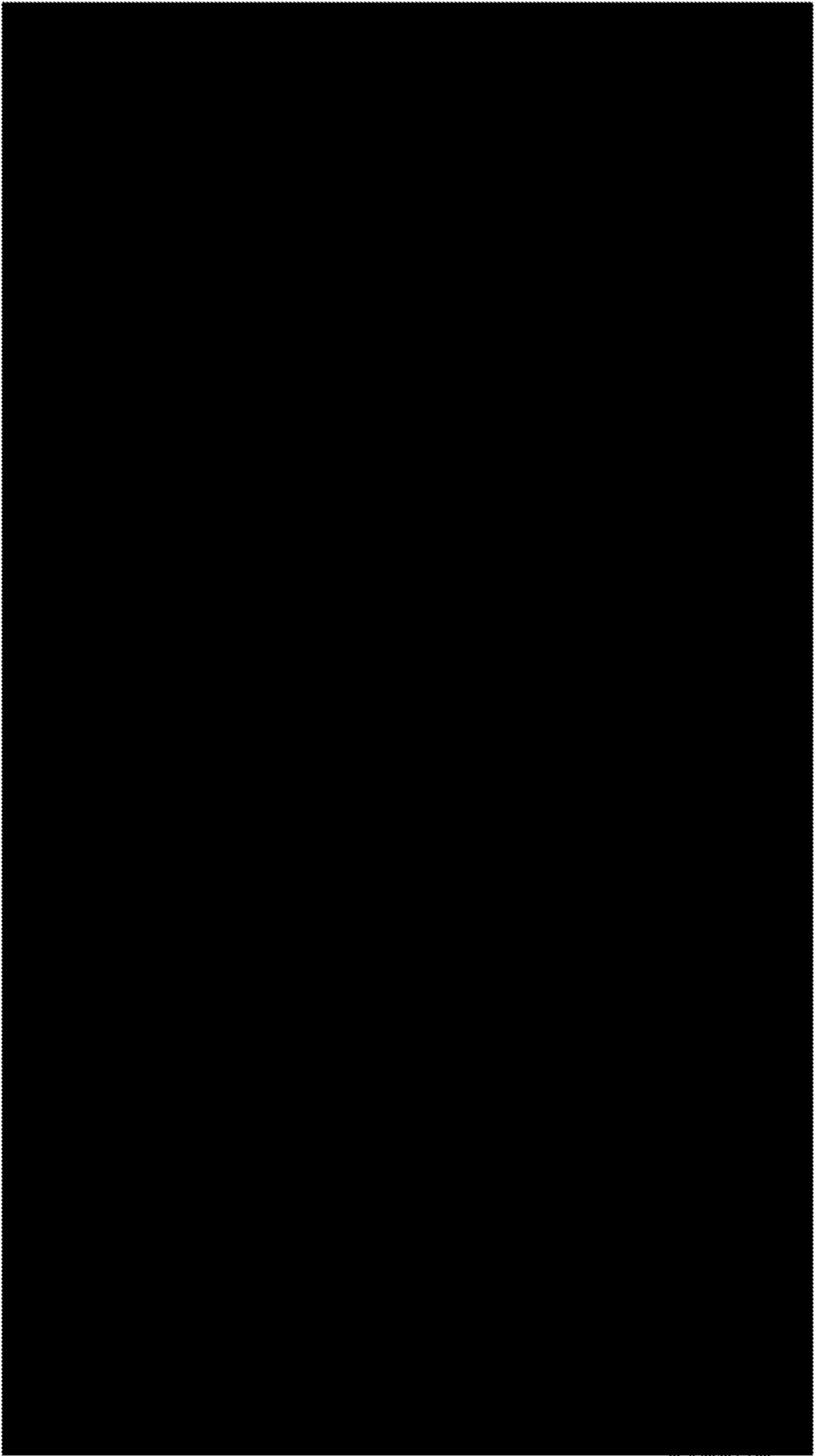


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Invention	Applicant	Country	Application No.	Application Date	Grant No.	Grant Date	Status
USE OF CANNABIDIOL IN THE TREATMENT OF EPILEPSY	GW Pharma Limited	USA	14/881,954	13/Oct/2015			Pending

PATENT

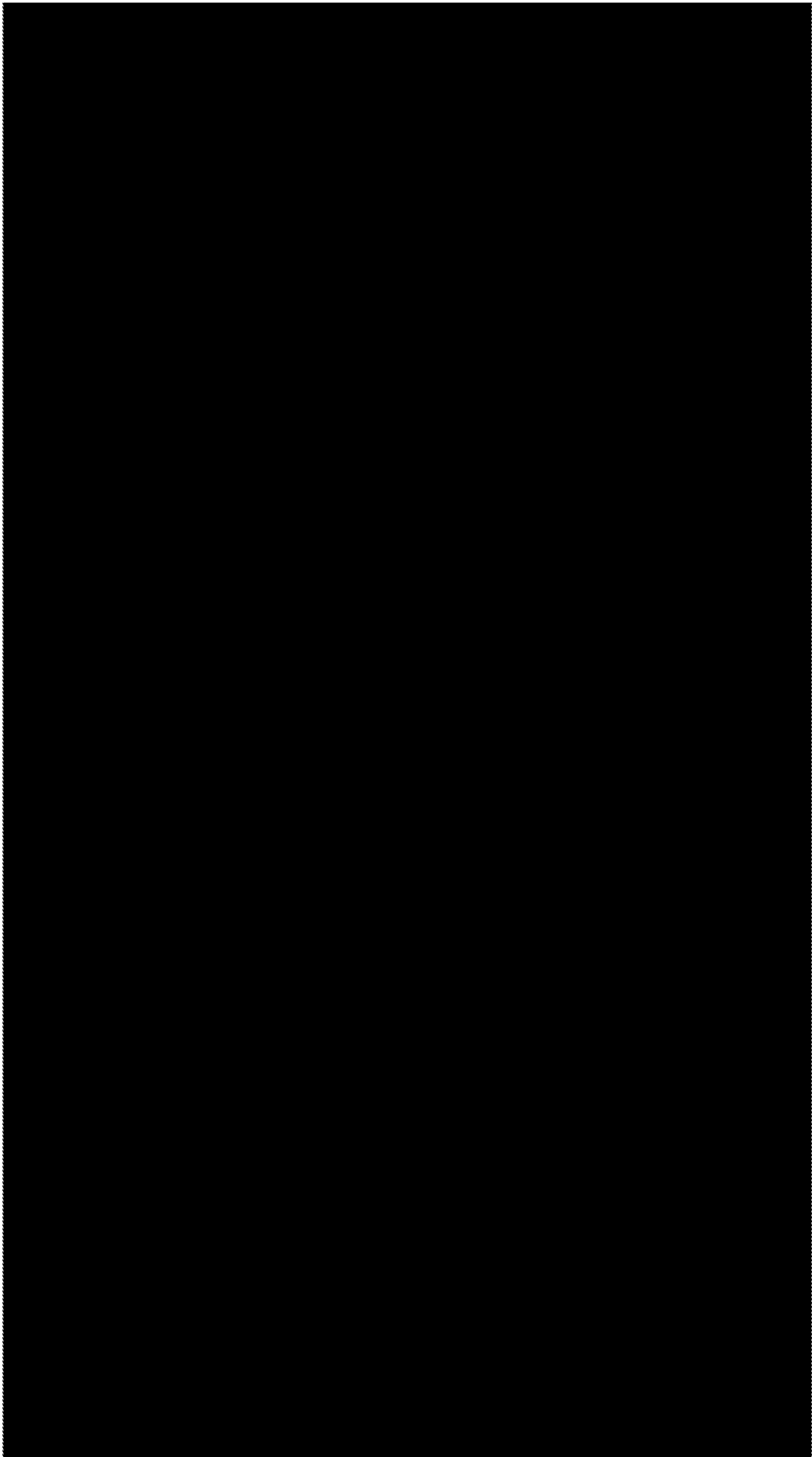
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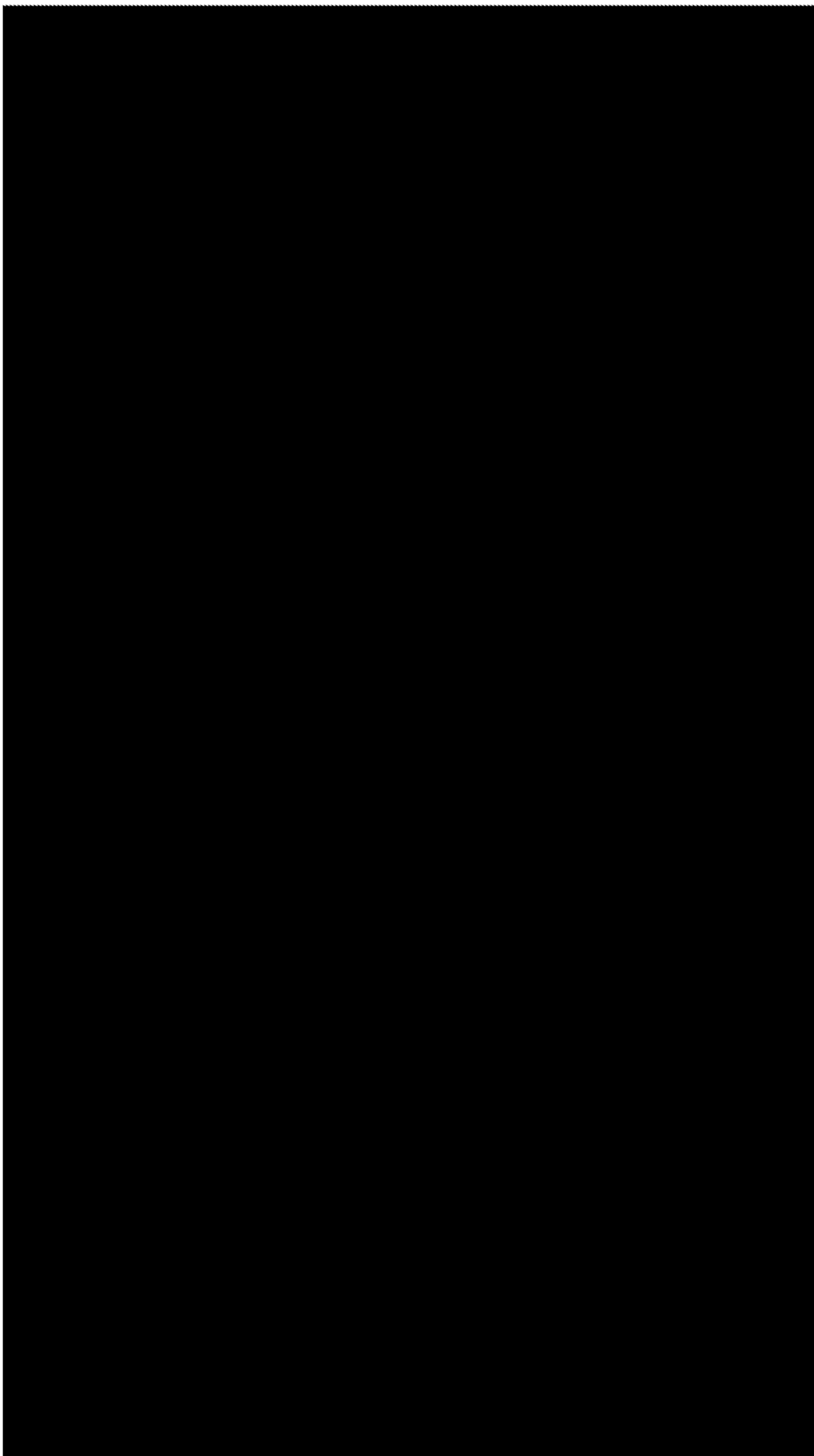
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Invention	Applicant	Country	Application No.	Application Date	Grant No.	Grant Date	Status
USE OF CANNABINOIDS IN THE TREATMENT OF EPILEPSY	GW Pharma Limited	USA	14/881,969	13/Oct/2015			Pending
USE OF CANNABINOIDS IN THE TREATMENT OF EPILEPSY	GW Pharma Limited	USA	US15/449,402	13/Oct/2015			Pending
USE OF CANNABINOIDS IN THE TREATMENT OF EPILEPSY	GW Pharma Limited	USA	US15/449,535	13/Oct/2015			Pending

Invention	Applicant	Country	Application No.	Application Date	Grant No.	Grant Date	Status
EPILEPSY							



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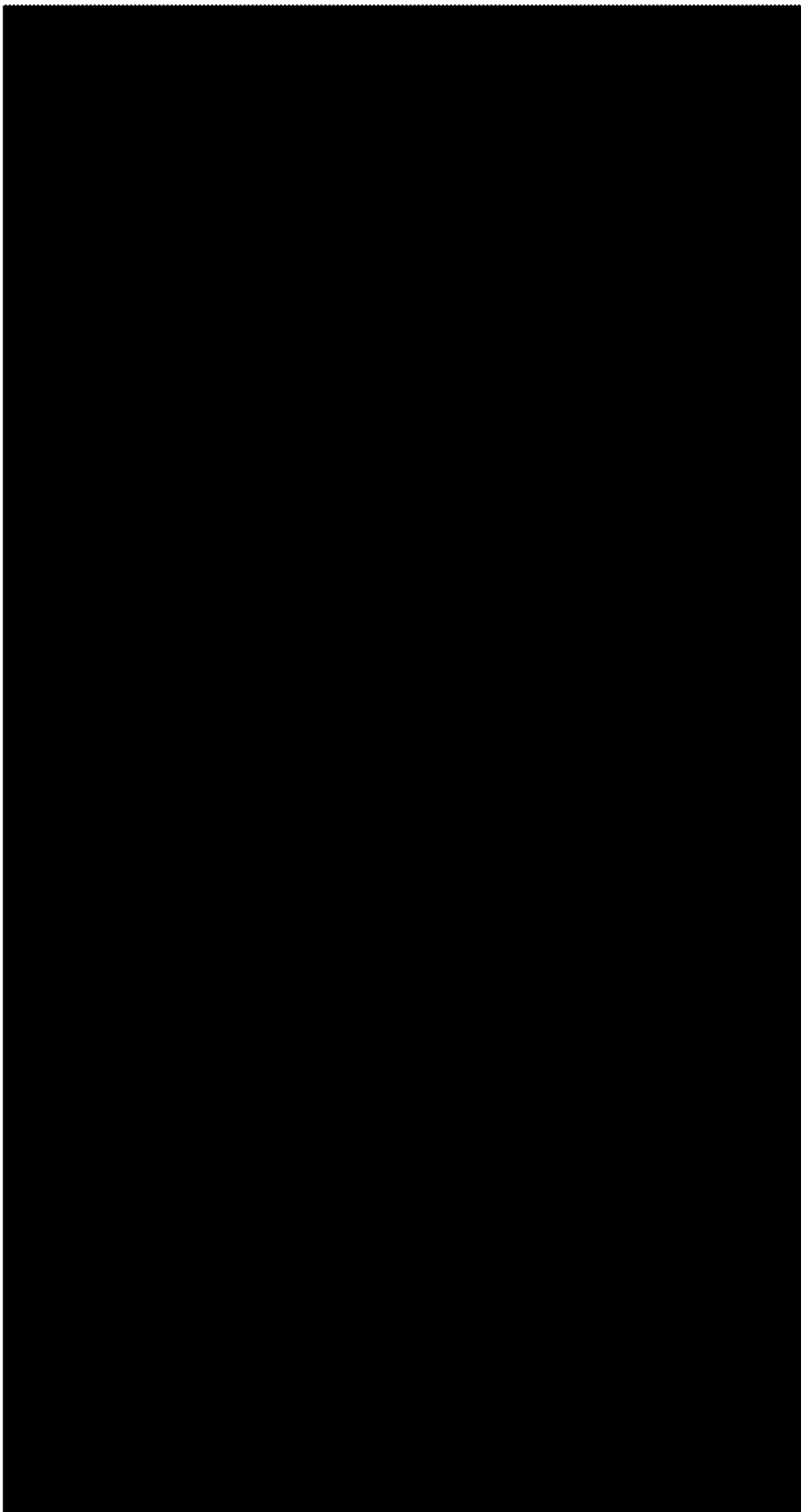


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Invention	Applicant	Country	Application No.	Application Date	Grant No.	Grant Date	Status
Absence Seizures	GW Pharma	USA	14/741,829	17/Jun/201			Pending

Invention	Applicant	Country	Application No.	Application Date	Grant No.	Grant Date	Status
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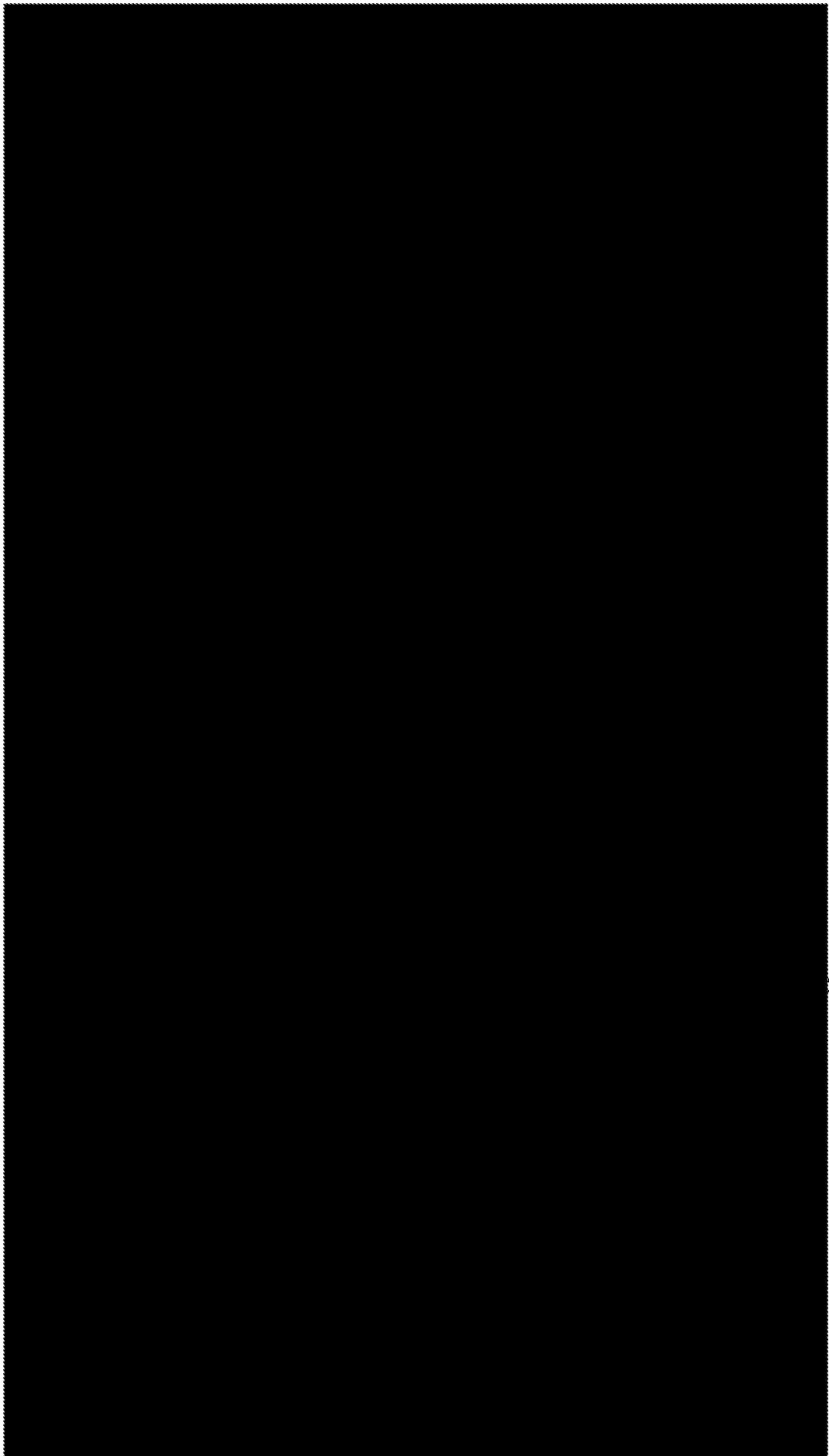
Invention	Applicant	Country	Application No.	Application Date	Grant No.	Grant Date	Status
CBDA for use in epilepsy	GW Pharma Limited	USA	15/751,563	29/Jul/2016			Pending



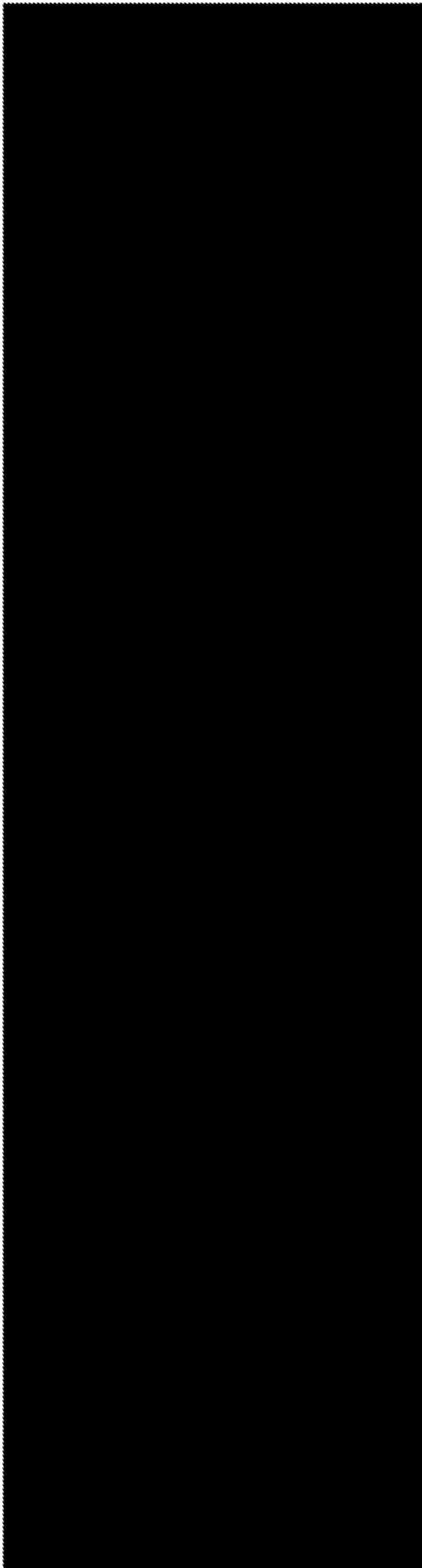
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PATENT

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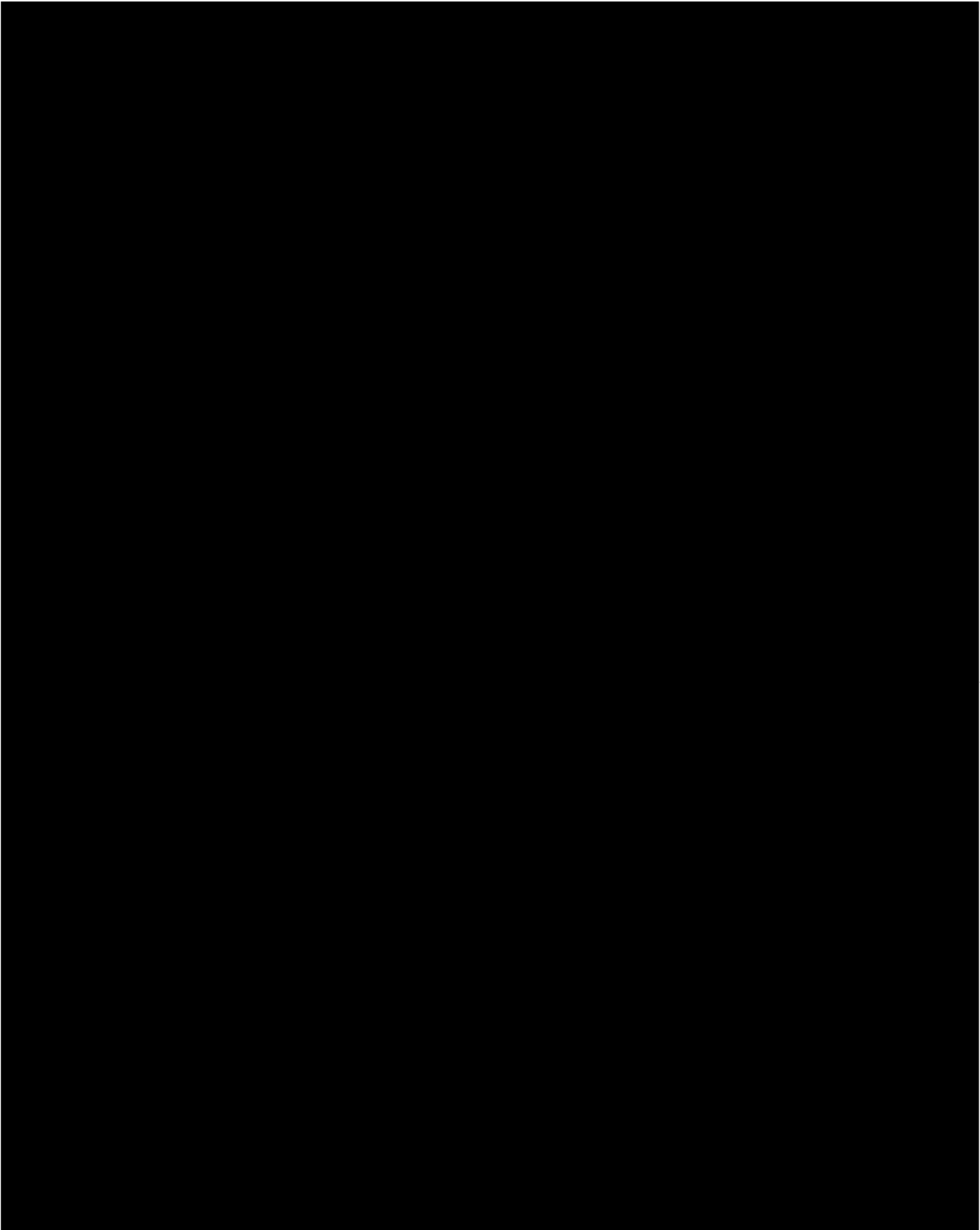
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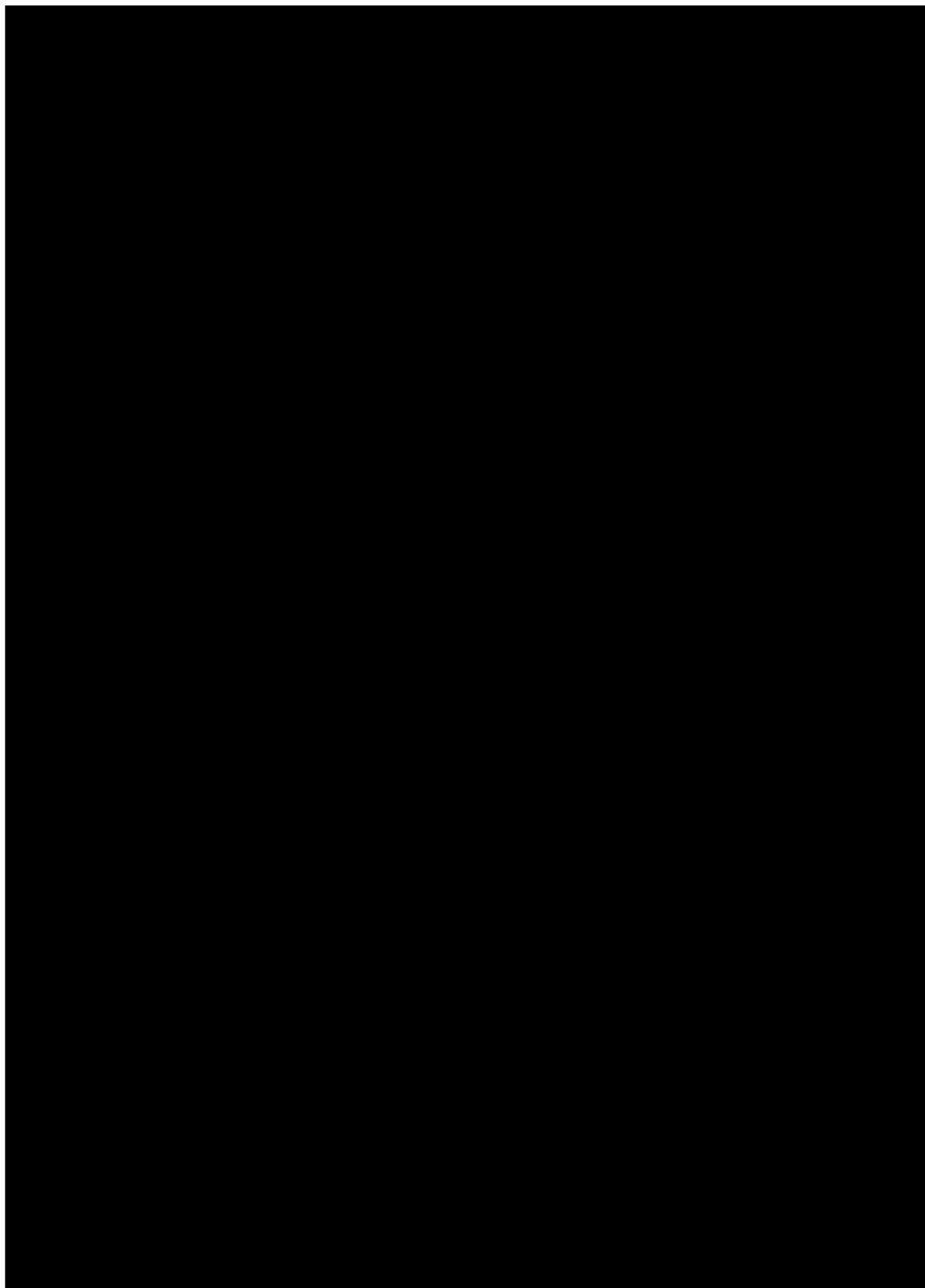


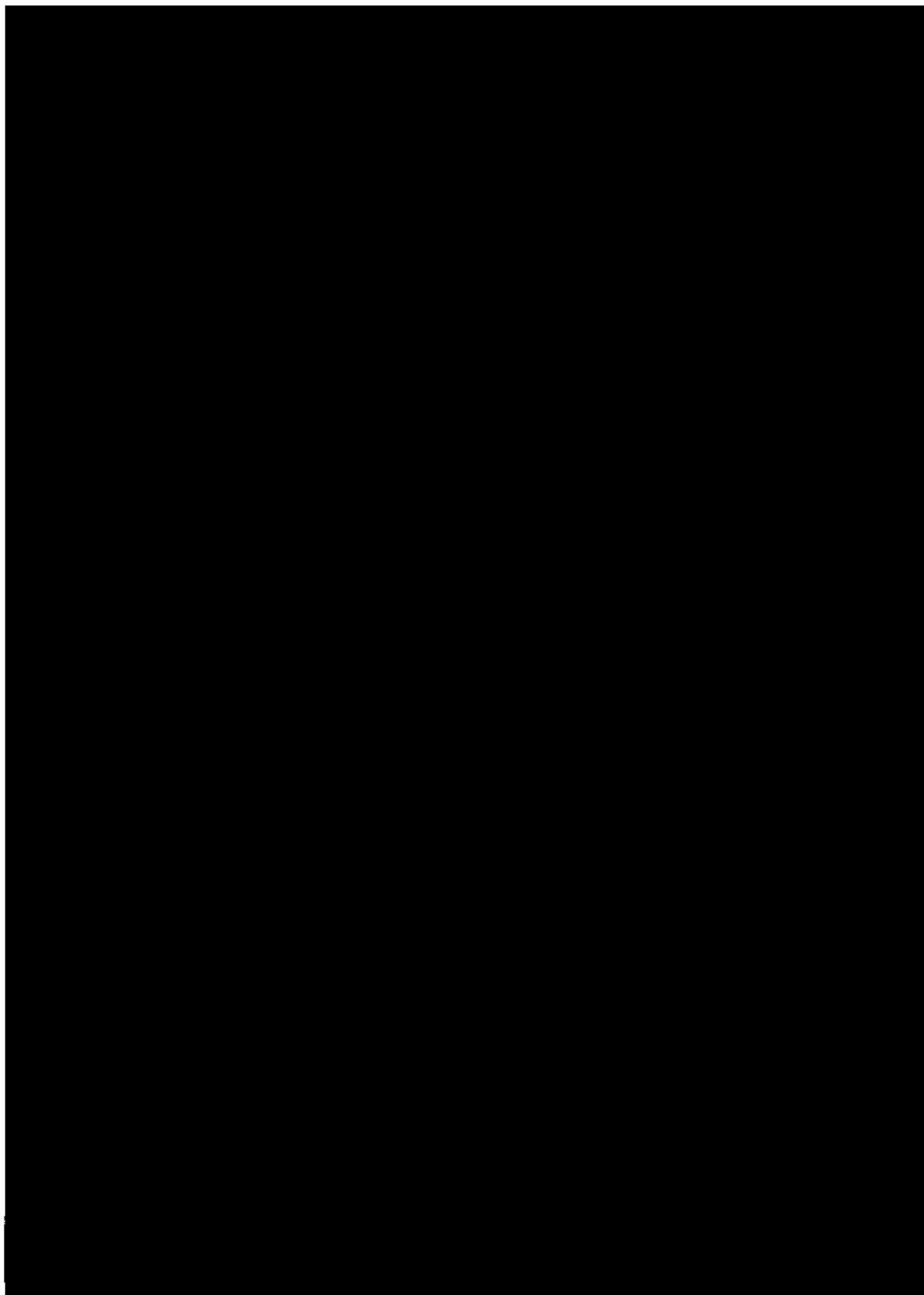
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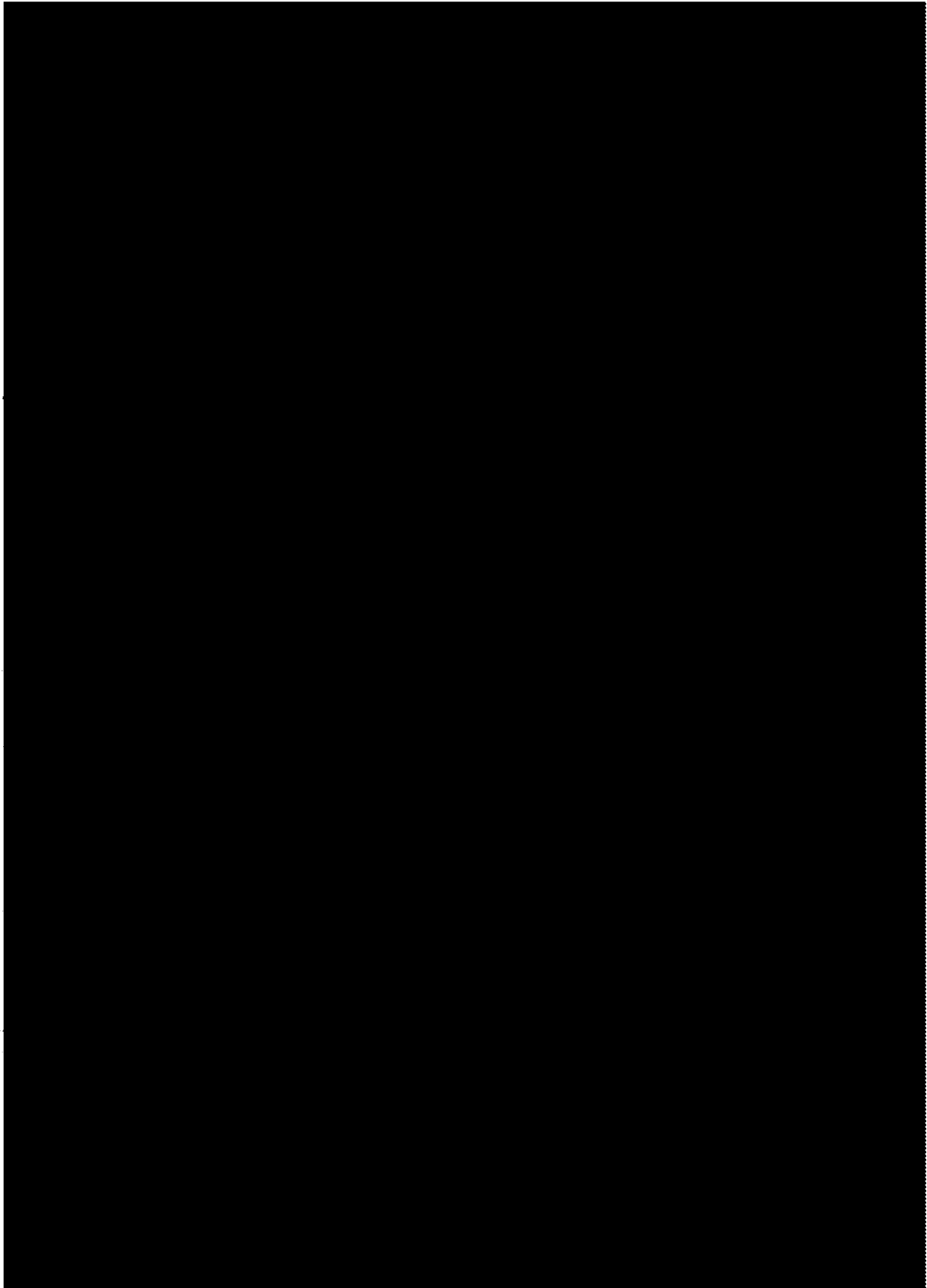
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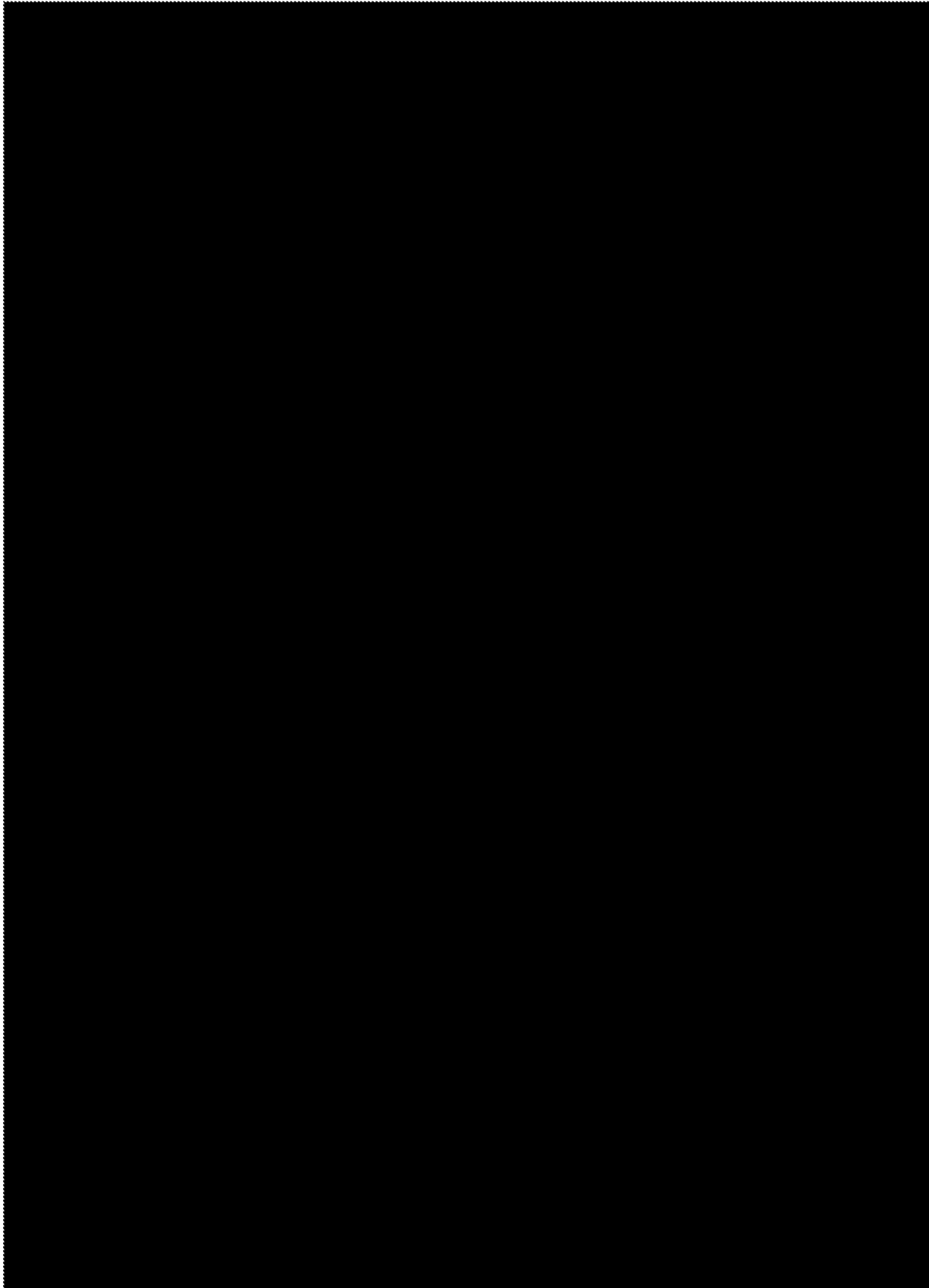
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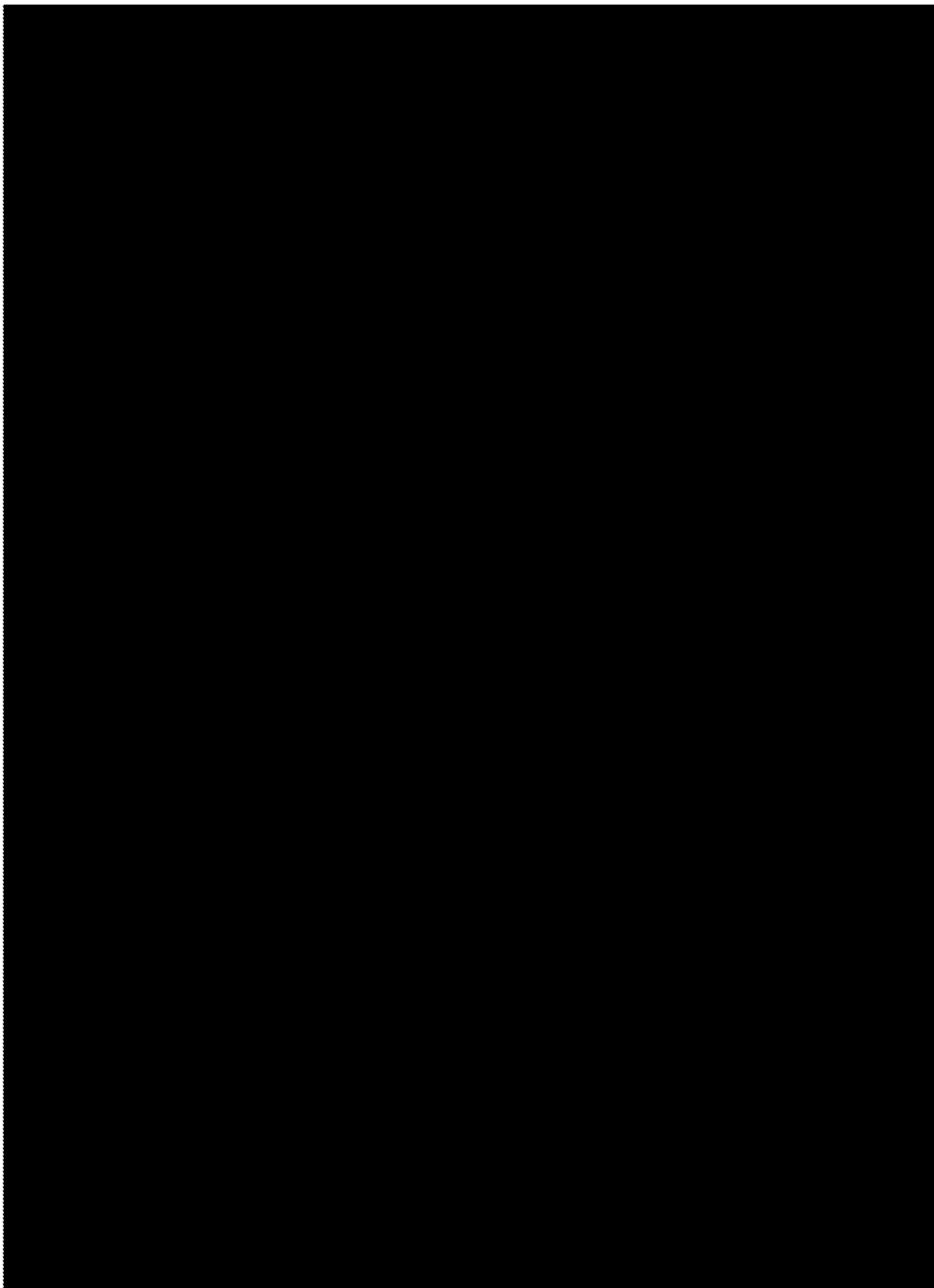


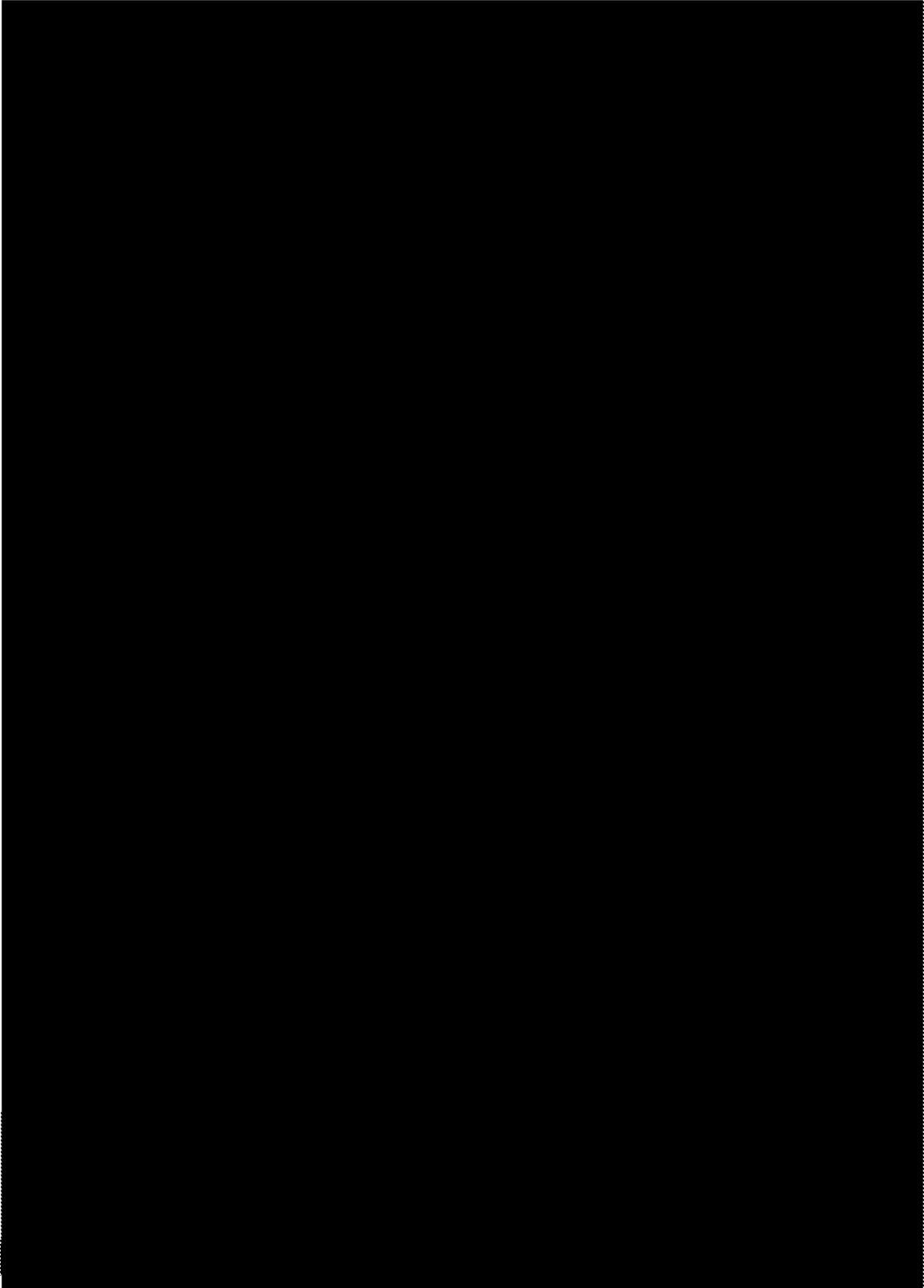


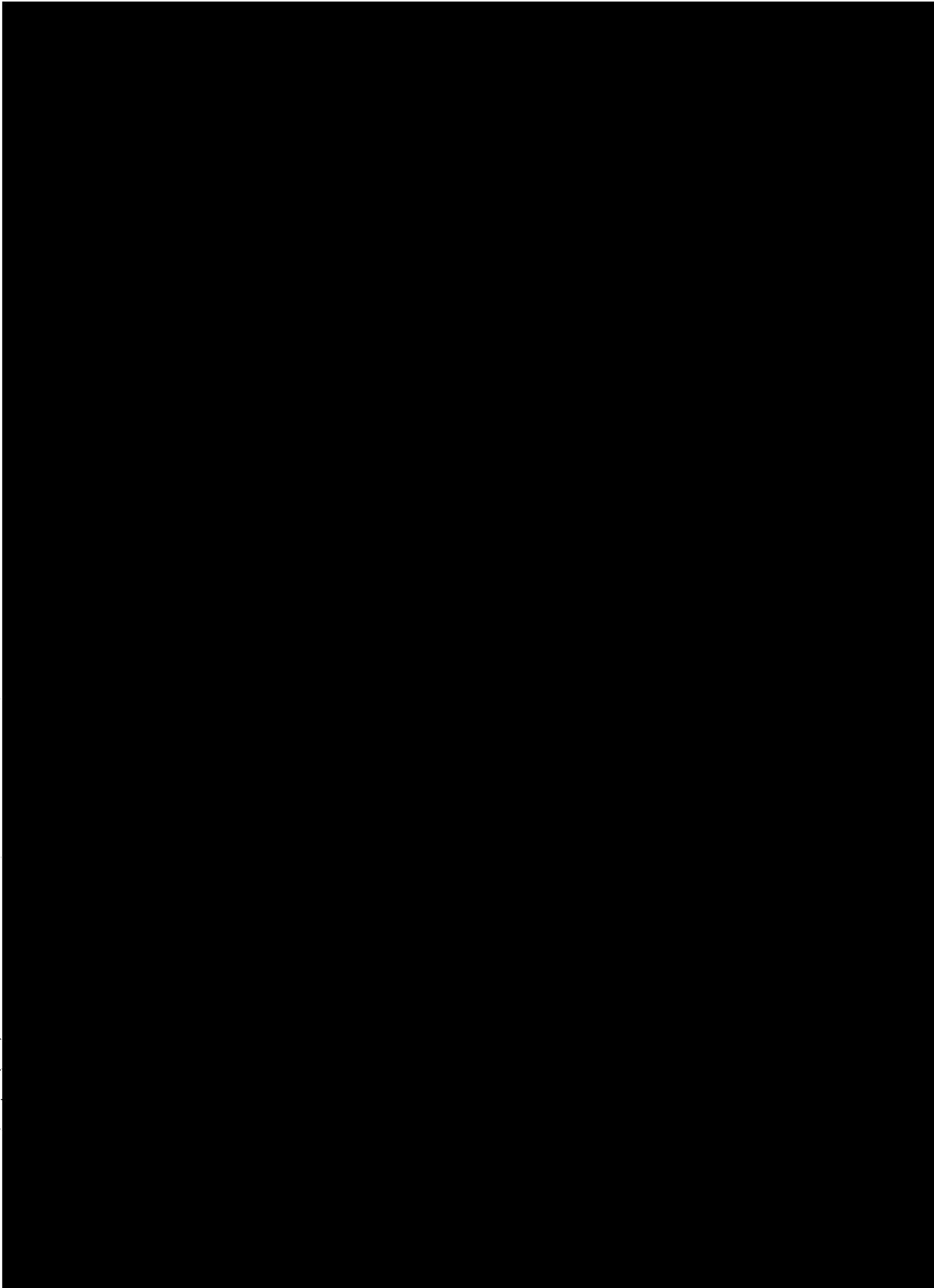


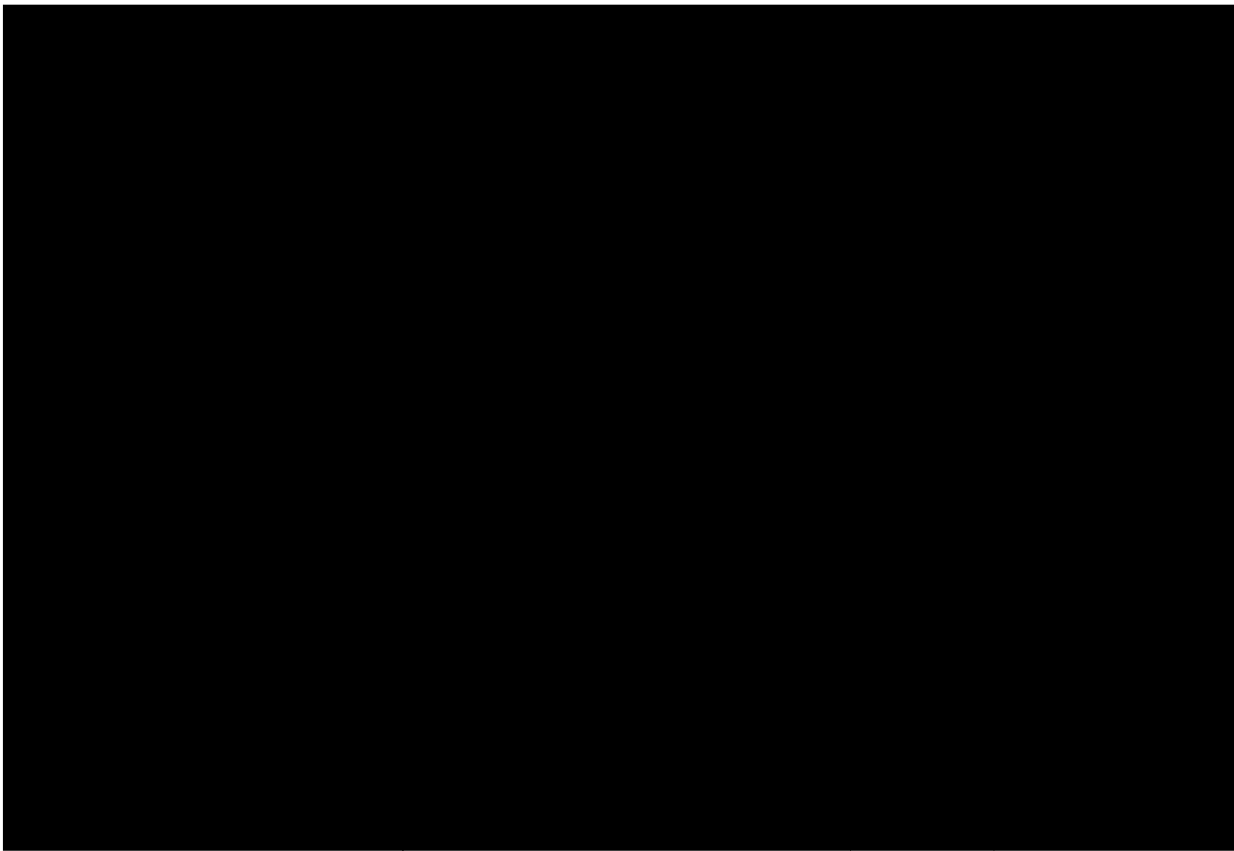












1. The first of the above-mentioned conditions is that the applicant must be a citizen of the United States or a resident of the United States at the time of filing the application.

2. The second condition is that the applicant must be the inventor or one of the joint inventors of the invention.

3. The third condition is that the invention must be new, useful, and non-obvious.

4. The fourth condition is that the invention must be directed to a process, machine, manufacture, or composition of matter, or to an improvement thereof.

5. The fifth condition is that the invention must be directed to a field of endeavor that is within the scope of the patent laws of the United States.

6. The sixth condition is that the invention must be directed to a field of endeavor that is not excluded by the patent laws of the United States.

7. The seventh condition is that the invention must be directed to a field of endeavor that is not excluded by the patent laws of the United States.

8. The eighth condition is that the invention must be directed to a field of endeavor that is not excluded by the patent laws of the United States.

9. The ninth condition is that the invention must be directed to a field of endeavor that is not excluded by the patent laws of the United States.

10. The tenth condition is that the invention must be directed to a field of endeavor that is not excluded by the patent laws of the United States.

[REDACTED]

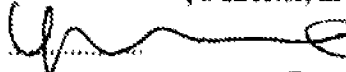
EXECUTED as a deed by GW
PHARMA LTD acting by
, a director, in the

presence of:


Name: LAURA A FOUGMAN
Occupation: EXECUTIVE ASST.
Address 21 CHURCHILL ROAD
LONDON NW2 5ED

EXECUTED as a deed by GW
RESEARCH LTD acting by

, a director, in the presence of:


Name: LAURA FOUGMAN
Occupation: EXECUTIVE ASST.
Address 21 CHURCHILL ROAD
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Director


Director