

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7107633

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KYOWA KIRIN, INC.	01/03/2022
RECEIVING PARTY DATA		
Name:	CUMBERLAND PHARMACEUTICALS INC.	
Street Address:	2525 WEST END AVENUE	
Internal Address:	SUITE 950	
City:	NASHVILLE	
State/Country:	TENNESSEE	
Postal Code:	37203	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7608282
CORRESPONDENCE DATA		
Fax Number:	(703)997-6313	
<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>		
Email:	amy.purcell@vivicar.com	
Correspondent Name:	AMY E. PURCELL	
Address Line 1:	1629 K STREET, NW	
Address Line 2:	SUITE 300	
Address Line 4:	WASHINGTON, D.C. 20006	
ATTORNEY DOCKET NUMBER:	07853.0999	
NAME OF SUBMITTER:	AMY E. PURCELL	
SIGNATURE:	/Amy E. Purcell/	
DATE SIGNED:	01/06/2022	
Total Attachments: 3		
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Patent Assignment

WHEREAS, **Kyowa Kirin, Inc.**, a corporation incorporated in the State of Delaware, having a principal place of business at 135 Route US-202, Bedminster, NJ 07921 (the "**Assignor**"), is the sole owner of the patent listed in **EXHIBIT A** (the "**Patent**");

WHEREAS, **Cumberland Pharmaceuticals Inc.**, a corporation incorporated in the State of Tennessee, U.S.A. and having a principal place of business at 2525 West End Avenue, Suite 950, Nashville, Tennessee 37203, U.S.A., (the "**Assignee**"), is desirous of acquiring Assignor's entire right, title and interest in and to the Patent, and in and to any subsequent patent applications and patents filed or granted thereon or therefrom, and Assignor is willing to assign its rights, title, and interest with respect thereto to the Assignee on the terms hereinafter set forth;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated December 31, 2021 ("**APA**") by which Assignor agrees to sell and/or cause its respective affiliates to sell certain assets to Assignee on the Closing Date (as defined in the APA, "**Closing Date**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer, set over and relinquishes exclusively unto the Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to: the Patent including, to the extent of Assignor's rights, the right to file patent applications on inventions set forth in the Patent; the right to claim priority to any of the Patent; the entire right, title and interest in and to any subsequent U.S. and foreign patent applications and patents claiming priority to any of the Patent, and in and to any U.S. and foreign patent applications and patents that claim priority to a patent application or patent arising from the Patent; any U.S. and foreign patents that may be granted on and from any of the Patent; any applications, divisionals, continuations, continuations-in-part, reexaminations, reissues, registrations, renewals, revalidations, substitutions, utility models, petty patents, extensions, and supplementary protection certificates that may be filed or granted on or for any of the Patent; all accrued causes of action for infringement of any of the foregoing; and all rights to and for the Patent under the Paris Convention for the Protection of Industrial Property; the same to be held and enjoyed by the Assignee, for its own use and behalf and for the use and behalf of its successors, legal representatives and assigns, to the full end of the term of the Patent and any such patents that may be granted thereon or therefrom as fully and entirely as if the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that the Assignor has not executed and will not execute any assignment, sale, agreement or encumbrance in conflict with this assignment.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that, at the Assignee's expense and reasonable request, the Assignor will take action and execute documents necessary to perfect the interest assigned herein.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that whenever counsel for the Assignee, or the counsel for its successors, legal representatives and assigns, shall advise that any proceeding, filing or other legal action in connection with the Patent or any patent applications and patents resulting therefrom is lawful and desirable, Assignor will, to the extent reasonable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Patent and patent applications and patents resulting therefrom, without charge to the Assignor, its

successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

AND the Assignor hereby requests the Director of the United States Patent and Trademark Office, and all foreign patent offices, to issue any and all patents resulting from the Patent or from any patent applications filed thereon or therefrom to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives and assigns.

Assignor and Assignee agree that this Assignment is subject to the terms and conditions of the APA and that this Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms of this Assignment, the terms of the APA shall govern. Any warranty or liability of Assignor for the validity of the Patent and for any defects in title shall be exclusively governed by the provisions of the APA.

IN WITNESS WHEREOF, the parties hereby have executed this assignment as of the 3rd day of January 2022.

Kyowa Kirin, Inc.

DocuSigned by:
By: Tara D'Orsi
1F209EAE8B2F406
Name: Tara D'Orsi
Title: General Counsel and Secretary

APPROVED
By KKUS Legal at 3:34 pm, Jan 03, 2022

Cumberland Pharmaceuticals Inc.

By: A.J. Kazimi
Digitally signed by A.J. Kazimi
DN: cn=A.J. Kazimi, o=Cumberland
Pharmaceuticals Inc., ou=CPI,
email=tmajor@cumberlandpharm
a.com, c=US
Date: 2022.01.03 14:44:36 -06'00'

Name: A.J. Kazimi

Title: Chief Executive Officer

EXHIBIT A - PATENT

Patent Number	Expiration Date	Description
7608282	01/22/2025	Adhesive patches for the transdermal administration of granisetron, comprise an acrylic adhesive containing non-acidic nucleophilic moieties which substantially increase flux of granisetron across the skin