

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7042156

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	GUSTAVO A. FISCHBEIN	02/03/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	OSMOTICA KERESKEDELMI ES SZOLGALTATO KFT	
<b>Street Address:</b>	LEVENTE UTCA 14/A	
<b>City:</b>	CSOMAD	
<b>State/Country:</b>	HUNGARY	
<b>Postal Code:</b>	2161	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	17370519
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(972)747-7375	
<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>		
<b>Phone:</b>	(972) 747-7373	
<b>Email:</b>	patents@innovarllc.Com	
<b>Correspondent Name:</b>	JOSE MATOS	
<b>Address Line 1:</b>	P.O. BOX 250647	
<b>Address Line 2:</b>	INNOVAR, L.L.C.	
<b>Address Line 4:</b>	PLANO, TEXAS 75025-0647	
<b>ATTORNEY DOCKET NUMBER:</b>	OPC-6-CON1K	
<b>NAME OF SUBMITTER:</b>	JOSE MATOS	
<b>SIGNATURE:</b>	/JOSE MATOS/	
<b>DATE SIGNED:</b>	11/24/2021	
<b>Total Attachments: 22</b>		
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COPY FROM PRIORITY APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Applications of:

OSMOTICA KERESKEDELM  
ES SZOLGALTATO KFT

**AFFIDAVIT**

Serial No.:	62/130757	62/119017	62/131495
Filing Date:	03/10/2015	02/20/2015	03/11/2015
Docket No.:	OPC-6-PRV	OPC-6-PRV3	OPC-6-PRV4

Mail Stop Office of Petitions  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

ASSIGNEE/APPLICANT ESTABLISHMENT OF OWNERSHIP

The undersigned, an agent with Powers of Attorney on behalf of OSMOTICA KERESKEDELM ES SZOLGALTATO KFT (hereinafter "OSMOTICA KFT"), hereby states under oath and declares as follows:

GUSTAVO A. FISCHBEIN (hereinafter "INVENTOR") is a named JOINT inventor in each of the subject provisional applications for patent (hereinafter "SUBJECT APPLICATIONS").

INVENTOR was previously an employee of OSMOTICA PHARMACEUTICAL ARGENTINA S.A. (hereinafter "OSMOTICA AR") as detailed in the Work Certificate (attached).

OSMOTICA AR is part of an umbrella of companies including OSMOTICA KFT. OSMOTICA AR and its employees are under obligation to assignee all rights, title and interests in and to any invention to OSMOTICA KFT as per a Research and Development Agreement (attached) between the companies.

INVENTOR coinvented the technology disclosed in SUBJECT APPLICATIONS during his employment with OSMOTICA AR and is indicated as a named inventor in the SUBJECT APPLICATIONS.

The Legal Opinion of Argentine attorney Dr. Carlos Javier Tártara (hereinafter “the OPINION”; attached in Spanish and English) provides an analysis of employee obligations under Argentine Labor Law. The OPINION concludes that because INVENTOR was employed by OSMOTICA AR during the time the inventions of SUBJECT APPLICATIONS were made, INVENTOR’s inventions made at that time belong to OSMOTICA AR. The OPINION concludes INVENTOR was and remains obliged to assign all rights, title and interests in and to any invention to OSMOTICA AR and thus to OSMOTICA KFT.

Upon termination of employment, INVENTOR was given by OSMOTICA AR a lump sum from which Argentine income taxes were withheld. INVENTOR disputed the net amount received and stated refusal to cooperate with OSMOTICA AR on any matters.

In view of Argentine Labor Law and INVENTOR’s prior employment with OSMOTICA AR, INVENTOR was contacted by mail, phone and in person by representatives of OSMOTICA AR in order to coordinate execution of an Assignment of Patent Rights document (which also serves as INVENTOR’s oath) by way of which rights, title and interests in and to the inventions in SUBJECT APPLICATIONS would be transferred. The following actions were taken on the dates indicated to provide the results specified.

Date	Action	Result
Oct. 29, 2015 5:26 PM	INVENTOR called at home by telephone by OSMOTICA AR	Left message with family member requesting INVENTOR to return call
Oct. 30, 2015 10:40 AM	INVENTOR returned previous call	INVENTOR stated he would not execute the Declaration or Assignment unless OSMOTICA AR paid him more money
Nov. 5, 2015	Documents (copy of each SUBJECT APPLICATION and of Assignment document) sent by courier to INVENTOR ( <i>way bill # EU-975133708-AR</i> )	Package was delivered Nov. 6, 2015

Date	Action	Result
Nov. 9, 2015	INVENTOR'S lawyer (Ms. García Boado) contacted OSMOTICA AR by phone	Lawyer stated INVENTOR would only execute documents after OSMOTICA AR pays INVENTOR more money
Nov. 10, 2015	OSMOTICA AR contacted Notary Public to serve documents to INVENTOR in person	
Nov. 12, 2015	Notary Public contacts OSMOTICA AR	Notary Public indicates INVENTOR will be served Nov. 19, 2015
Nov. 19, 2015	Notary Public and OSMOTICA AR serve documents on INVENTOR	INVENTOR's spouse indicated INVENTOR was not home. Notary Public requested that the documents be given to INVENTOR upon his return but INVENTOR's spouse would not accept documents
Dec. 9, 2015 7:30 PM	Notary Public and OSMOTICA AR serve documents on INVENTOR	INVENTOR refused to allow OSMOTICA AR or Notary Public to enter residence and refused to accept or sign documents.
Dec. 14, 2015 7:20 PM	Notary Public and OSMOTICA AR serve documents on INVENTOR	INVENTOR's spouse refused to allow OSMOTICA AR or Notary Public to enter residence and refuses to accept documents. INVENTOR's spouse gave INVENTOR's telephone number to OSMOTICA AR and Notary Public and instructed them to call INVENTOR

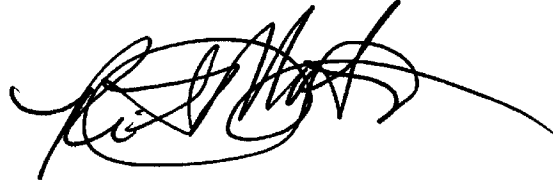
On each occasion wherein direct contact was made with INVENTOR, INVENTOR refused to accept or sign documents unless he was paid more money by OSMOTICA AR. However, OSMOTICA AR was and remains under no obligation to pay additional monies to INVENTOR.

In view of the above, it is submitted that INVENTOR'S rights, title and interests in and to the inventions of SUBJECT APPLICATIONS were fully vested in OSMOTICA AR (per Argentine Employment Labor Laws) and thus are fully vested in OSMOTICA KFT (per Research and Development Agreement).

Each of the above statements is based upon review of information and/or supporting documentation provided to the undersigned by OSMOTICA AR.

The undersigned HEREBY acknowledges 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.

Sworn and attested,

A handwritten signature in black ink, appearing to read 'Rick Matos', with a long horizontal flourish extending to the right.

Date: February 3, 2016

Innovar, L.L.C.

P.O. Box 250647

Plano, TX 75025-0647

Ph.: 972-747-7373

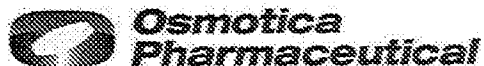
Fax: 972-747-7375

\_\_\_\_\_  
Rick Matos (Agent for Applicant)

Registration No. 40,082

Customer No. 24,039

Email: innovarllc@sbcglobal.net




**WORK CERTIFICATE**

We hereby state that Mr. FISCHBEIN, GUSTAVO ANDRES, ID Nr. 20.205.786, worked in the Company from July 24, 2006 To July 30, 2012, as Director of Clinical Research. -----

The pertinent tax withholdings were withheld from the salary, being deposited in the Federal Public Revenue Administration (Tax Authority in Argentina), under the C.U.I.L. Nr. 20-20205786-2 -----

This certificate is issued to be submitted to whom it may correspond, on November 12, 2015. -----

  
Marcos Aguirre  
Apoderado

**Research and Development Agreement**


This Research and Development Agreement (the "Agreement") dated January 1, 2008 (the Effective Date), and is by and between Osmotica Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság ("OH") a Hungarian based company, and Osmotica Pharmaceutical Argentina S.A. ("OA"), an Argentinean based company. As used herein, each party is individually referred to as a "Party" and, collectively, as the "Parties".

**WHEREAS**, OA is a company primarily engaged in providing research and development services for the pharmaceutical industry to related and Third Parties ; and

**WHEREAS**, OH is a pharmaceutical development company that desires all of OA's pharmaceutical development services capacity potentially available to third parties

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

**Article 1 – DEFINITIONS**

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- 1.1 "Affiliate" shall mean a corporation or non-corporate business entity that controls, is controlled by, or is under common control with a Party to this Agreement. An entity will be deemed to control another entity if (i) it owns, directly or indirectly, at least 50% of the voting securities of the other entity (or possesses the right to vote at least 50% of the voting securities of the other entity), or has other comparable ownership interest with respect to any entity other than a corporation, or (ii) it possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the corporation or non-corporate business entity, as applicable, whether through the ownership or control of securities, by contract or otherwise.
- 1.2 "Applicable Law" shall mean the laws, regulations and regulatory guidances set forth by a respective country, state, province or local government within the Territory, as applicable.
- 1.3 "Client" shall mean a Third Party that has requested OA to provide Services through OH.
- 1.4 "Commercialize" or "Commercialization" shall mean the act to license, market, sell and/or distribute one or more Products.



- 1.5 "Confidential Information" shall mean all visual, oral, written and/or electronic information and data and samples exchanged under this Agreement and when exchanged will be indicated as being confidential, or if orally transmitted summarized electronically or in writing and marked as being confidential within thirty (30) days after disclosure.

Disclosed information falling within the following exceptions is not Confidential Information:

- Information developed by or for the receiving Party independent of disclosure hereunder as evidenced by receiving Party's written records.
- Information of the disclosing Party that:
  - i) is now in or enters the public domain without fault on the part of the receiving Party; or
  - ii) is presently known by the receiving Party where said knowledge can be demonstrated by written records.
- Information that the receiving Party receives in good faith from an independent Third Party and reasonably believes was not obtained under an obligation of confidentiality or by wrongful means.

- 1.6 "Dispute" shall mean, without limitation, any reasonable and good faith difference of opinion of an interpretation of a provision set forth in this Agreement or a respective Task Order, or a duty or obligation of the other Party.

- 1.7 "Intellectual Property" shall mean all patents and patent applications, if any, (regardless of the form of such patent applications), including all know-how created or developed by OA in the provision of Services for OH or any of its Clients hereunder.

- 1.8 "Know-How" shall mean any and all OA data, formulations, Intellectual Property, tests, in-process controls, technology, reports, physical samples, trade secrets, dossiers, and any other in-process information as related to a Product.

- 1.9 "Operating Costs" shall mean all direct and indirect operating costs incurred, including amortization and depreciation and shall also include interest expense and any direct taxes such as tax on gross income and tax on bank debits and credits.

- 1.10 "Post Effective Date R&D" shall mean, without limitation, any and all data, formulations, Products, Intellectual Property, tests, in-process controls, methods, technology, reports, physical samples, trade secrets, know how, information and dossiers relative to Services provided pursuant to a Task Order under this Agreement. Know-How included in Post Effective Date R&D shall be cumulatively considered to be Post Effective Date R&D.
- 1.11 "Product" or "Products" shall mean any pharmaceutically active moieties or neutraceuticals under development or developed as drug products by OA.
- 1.12 "Services" or "Service" in the singular means any and all activities related to any aspect of pharmaceutical and/or neutraceutical research and development and/or the development of a specific Product including, without limitation, formulation development, analytical and bio-analytical method development and use, clinical studies, and manufacturing, and the development of technologies related thereto.
- 1.13 "Territory" shall mean the world.
- 1.14 "Third Party" or "Third Parties" shall mean any party, entity or person other than OH, any OH sublicensed Affiliate or OA.

## **Article 2 - Service Commitment**

OH hereby commits to purchase all of OA's capacity to perform Services. Such Services will be requested and directed by OH or one of its designees for Services to be provided to OH or one or more of its designees or Clients. Except to the extent OA has service obligations to Laboratorios Phoenix S.A., and except to the extent OA presently has any service obligations to any Third Party (until such obligations terminate pursuant to any existing agreements, with no extensions to the present terms), all Services to be performed for Third Parties by OA, whether within or outside Latin America, shall be contracted through OH.

## **Article 3 – Services**

- 3.1 The initial scope of Services to be performed shall be documented in writing and acknowledged by authorized representatives of both Parties. The Services initiation document shall specify expected scope of Services to be rendered, time-lines, data or Product to be generated, anticipated reports to be presented, and all other information relevant to each Service requested by OH to the extent known at the time of Service Initiation. The Parties agree that the preferred form of such Service request will contain the information set forth in a service task order (hereinafter a "Task Order"). Each such Task Order shall be executed by an authorized representative of each of OA and

OH and shall become effective upon the effective date set forth therein. Upon full execution by the Parties, each Task Order shall be governed by the terms of this Agreement, unless such Task Order specifically modifies a provision of this Agreement in writing. Task Orders may be assigned a sequential Attachment Number (i.e. Attachment 1, Attachment 2, etc), and be given a Task Order Reference Number (i.e., OH 001, OH 002, etc.) according to OA's standard practices. Task Orders may be amended, terminated or suspended by written instruction from OH, and OA agrees that OH or its designee shall remain informed regarding the timing and results of Services being carried out, and, at OH's sole discretion, participate in key decisions regarding Services provided. OA shall have an affirmative obligation to keep OH informed of progress and key decision points, and seek OH's input (but in no event less than monthly) during the course of performing Services. OA shall provide OH, on an annual and calendar quarter basis good faith estimates of available research and development capacities for the purpose of OH determining how to allocate such capacities to Task Orders. In the event OA has unanticipated, additional capacities, it shall provide immediate notice to OH so such excess capacities can be utilized in the most efficient manner by OH. OA reserves the right to assign certain internal resource allocations to activities related to process improvements, training, and other functions typically considered 'overhead' within an R&D facility.

- 3.2 Services shall be provided by OA under applicable and/or mutually-agreed upon Applicable Law and industry standards, with OA using its commercially reasonable efforts to perform such Services pursuant to terms set forth in each Task Order.
- 3.3 Amendments to Task Orders may be by written amendment, or by oral direction of OH or its designee, followed by written confirmation within 10 business days.
- 3.4 The Parties recognize that certain Services have been performed by OA on behalf of OH prior to the Effective Date in anticipation of this Agreement, and that such Services shall have been provided and shall be compensated in accordance with the terms and conditions set forth herein.




#### **Article 4 – Ownership and License Grants**

##### **4.1 Non-Exclusive License.**

- i) Except as otherwise licensed or transferred herein, OA hereby grants to OH a non-exclusive, un-restricted, fully paid up, world-wide license, with the right to sub-license, to Know-How existing on the Effective Date Products developed pursuant to this Agreement.

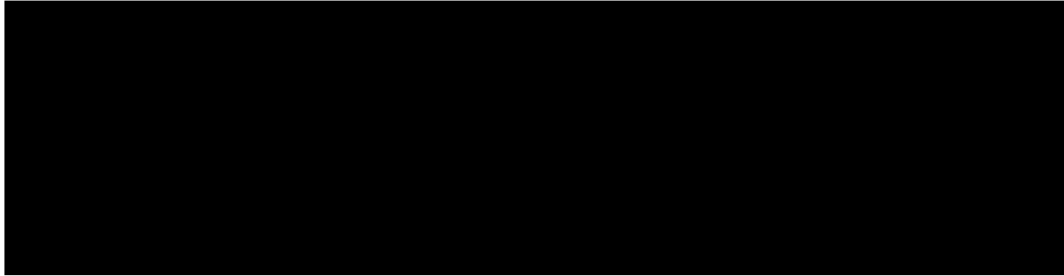
- ii) Except as otherwise licensed or transferred herein, OA hereby grants to OH a non-exclusive, un-restricted, fully paid up, world-wide license, with the right to sub-license, to Know-How existing on the Effective Date that is included in Post Effective Date R&D.
- 4.2 Post Effective Date R&D - Ownership. All right, title and interest to Post Effective Date R&D shall be owned by OH or its designee(s).
- 4.3 To the extent not embedded in 3.4, except to the extent licensed hereunder or by separate agreement, all right, title and interest in and to OA's Know-How existing prior to the Effective Date shall remain with OA.
- 4.4 OA shall take all necessary and reasonable measures to perfect or assist in perfecting all right, title and interest to Post Effective Date R&D in OH or its designee(s) as soon as reasonably practicable, on a case-by-case basis.
- 4.5 OH hereby grants to OA a non-exclusive, royalty-free license, with the right to sub-license, to Post Effective Date R&D to the extent such Post Effective Date R&D would be necessary or useful for OA to carry out its obligations under this Agreement.
- 4.6 The license grant set forth in Section 4.5 shall be subject to OA not taking any action or refrain from taking any required action that would affect OH's or its designees' interest in OH or its designee(s) Intellectual Property.
- 4.7 OA hereby represents, warrants and covenants that it would not challenge or otherwise participate in the challenge of the validity, enforceability or ownership of any OH or OH designee's Intellectual Property.
- 4.8 Except as set forth herein, all right, title and interest in Post Effective Date R&D and OH Intellectual Property is solely owned and shall remain with OH following termination of this Agreement.

#### **Article 5 - Patents and Patent Applications**

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- 5.1 The subject matter of all patents and patent applications resulting from OA performing Services hereunder shall be the sole and exclusive property of OH or its designee.
- 5.2 OH, in its sole discretion, shall file, prosecute, defend and maintain all world-wide patent applications and patents, as applicable, with OA's assistance as set forth herein. All assistance shall be considered Services under this Agreement for billing purposes herein.

## Article 6 – Payment Terms

6.1



- i) The Parties shall endeavor, using good faith efforts, to establish an annual budget on a quarter-by-quarter basis, as soon as practicable prior to the beginning of each calendar year during the term of this Agreement;
- ii) Within thirty (30) days following the close of each calendar quarter during the term of this Agreement, OA shall provide to OH a summary of all Operating Costs relative to the approved budget plus the five percent (5%) markup;
- iii) Except as set forth in Section 6.2, within thirty (30) days following OH's receipt of OA's invoice for each such calendar quarter, OH shall remit to OA the sum stated on such invoice; and
- iv) In the event OA expects that it will incur Operating Costs that, in the aggregate will exceed the annual budgeted amount by greater than fifteen (15%) (realizing that there will be quarter to quarter variances), OA will provide written notice to OH as soon as practicable and, the Parties shall discuss in good faith resolution of any differences and, if not resolved, the Parties would have the right to terminate this Agreement in accordance with Article 10.

6.2 Only for the first calendar quarter of this Agreement, OH shall pay to OA the budgeted Operating Cost as soon as reasonably practicable following the Effective Date. The amount of shortfall or excess payment will be delineated in the summary of Operating Costs for this calendar quarter. Any shortfall amount will be paid by OH to OA pursuant to Section 6.1(iii) or any excess payment will be credited against the following calendar quarter's Operating Costs.

6.3 All payments made by OH under this Agreement shall be made in United States dollars unless otherwise agreed in writing.

## Article 7 – Liabilities and Indemnities

- 7.1 OH Indemnification of OA. Except as otherwise set forth in an executed Task Order, OH hereby agrees to defend, indemnify and hold harmless OA from any and all claims, losses, costs, expenses, damages, judgments and liabilities (including reasonable attorney's fees) incurred or rendered against OA as a result of any third party claim or suit brought against OA to the extent resulting from (i) a material breach by OH of its representations and warranties as set forth herein; (ii) its distribution, sale and/or other commercialization of a Product; or (iii) OH's negligence or intentionally wrongful acts or omissions.
- 7.2 OA Indemnification of OH. Except as otherwise set forth in an executed Task Order, OA agrees to defend, indemnify and hold harmless OH from any and all claims, losses, costs, expenses, damages, judgments and liabilities (including reasonable attorney's fees) incurred or rendered against OH as a result of any Third Party claim or suit brought against OH to the extent resulting from (i) a material breach by OA of its representations and warranties as set forth herein; (ii) OA's performance of Services hereunder, (iii) OA's negligence or intentionally wrongful acts or omissions, or (iv) personal injury occurring at OA's place(s) of business or performance of Services.
- 7.3 Limitation of OA Liability. In no event shall OA be liable to OH for an amount in excess of one and one half (1.5) times the total compensation received by OA pursuant to a respective Task Order except as set forth in Sections 7.2 (iii) and (iv) above.
- 7.4 Except for Third Party claims relative to negligent acts, willful misconduct, inherent liability and/or malfeasance, liabilities and indemnities set forth in this Article 7 shall be limited to actual damages and, in no case, shall include special, consequential, indirect or exemplary damages or lost profits.



## Article 8 – Confidentiality

Each Party shall keep confidential and not use, any Confidential Information obtained from the other Party; provided, however, i) each Party may disclose Confidential Information that is required to be disclosed under operation of Applicable Law provided the Party required to disclosure the other Party's Confidential Information provides to such other Party a reasonable opportunity to challenge or protect further disclosure of its Confidential Information; or ii) OH may disclose OA's Confidential Information to the extent reasonably necessary to carry out the development or Commercialization of a respective Product. Each Party shall

use the same standard of care to protect the other Party's Confidential Information that it uses to protect its own important confidential information.

### **Article 9 – Representations and Warranties**

Each Party hereby represents and warrants:

- i) that it has the right to enter into this Agreement;
- ii) that this Agreement has been executed by an authorized representative;
- iii) this Agreement is not in conflict with any other agreement between a Party and one or more Third Party;
- iv) that it has obtained, and shall retain during the term of this Agreement, all necessary licenses, approvals and/or any other governmental (i.e. federal, state, provincial, local, as applicable) permits required to conduct its business and carry out its obligations under this Agreement;
- v) that it will follow and adhere to all respective Applicable Laws;

### **Article 10 – Term and Termination**


- 10.1 Unless otherwise terminated pursuant to the terms of this Agreement, the term of this agreement shall be for a period of five (5) years from the Effective Date renewable for additional five (5) years as agreed by the Parties.
- 10.2 OA shall have the right to terminate a Task Order hereunder only to the extent there remains an uncured breach of an OH obligation more than thirty (30) days following OH's receipt of written notice from OA of such breach. Disputes related to this Section 10.2 shall be subject to the Dispute Resolution provisions set forth in Article 11.
- 10.3 Termination of any Task Order hereunder shall not affect the term of this Agreement.
- 10.4 This Agreement may be terminated by either Party upon giving sixty (60) days' written notice to the other Party. Upon OH's sole discretion and written notice to OA, OA hereby agrees to assist with the orderly transfer of any Task Order during such sixty (60) day period to OH or to a Third Party as directed by OH.
- 10.5 This Agreement may be terminated by either Party immediately upon giving written notice at any time during this Agreement:
  - i) upon the filing or institution of bankruptcy, reorganization, liquidation or receivership proceedings by the other Party; or

- ii) upon any general assignment or arrangement for the benefit of creditors by the other Party; or
  - iii) upon other proof of insolvency of the other Party; or
  - iv) pursuant to the provisions of Sections 6.1(iv).
  - v) OH's failure to pay OA in accordance with the payment provisions of Section 6.1(iii).
- 10.6 This Agreement shall be terminable by either Party only after a material breach remains uncured thirty (30) days following the non-breaching Party providing written notice to the other Party of such breach; provided, however, that termination of this Agreement shall not affect any duty, right or obligation under a then existing executed Task Order unless expressly set forth pursuant to Section 10.2 or 10.3, as applicable. Disputes related to this provision shall be subject to the provisions of Article 11.

#### **Article 11 – Arbitration and Dispute Resolution**

- 11.1 Before any arbitration or other remedies are sought through formal proceedings, each Party shall reasonably and in good faith use its respective best efforts to resolve any Dispute hereunder.
- 11.2 If, for any reason, the Parties are unable to amicably address any Dispute, the parties shall attempt to settle such dispute via arbitration, to be held in New York city, New York, USA using the rules of the American Arbitration Association, prior to initiating any litigation under Section 12.5. The language used in the arbitration process shall be English.

#### **Article 12 – Miscellaneous**

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- 12.1 Entire Agreement; Waiver. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings and negotiations prior to or contemporaneous herewith. This Agreement cannot be modified, amended or waived except by a written instrument signed by both Parties. The waiver by either Party of a breach of any provisions contained herein may only be pursuant to written instrument, signed by the waiving Party, and any such waiver shall in no way be construed as a waiver of any succeeding breach of such provision or the general waiver of the provision itself.



- 12.2 Independent Contractor. It is understood and agreed that each Party is an independent contractor to the other Party.
- 12.3 Notices. Any notices required hereunder shall be sent to the respective Party as follows:

If to Osmotica Hungary:

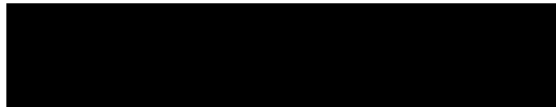
Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság  
Attn: Mr. Hugo Galluzzo  
Title: Director  
Address: Andrassy Ut 2 1061 Budapest.

With a Copy to:  
Osmotica Pharmaceutical Corp  
1205 Culbreth Drive, Suite 200,  
Wilmington, NC 28405



If to Osmotica Pharmaceutical Argentina S.A.:

Mr. Iván A. Pérez  
Title: Managing Director  
Francisco Acuna de Figueroa 821  
Buenos Aires, C1180AAO



- 12.4 Insurance. Each Party shall maintain at all times during the term of this Agreement adequate insurance for the activities and responsibilities set forth herein.
- 12.5 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, USA, without regard to its conflict of law provisions, and each Party irrevocably agrees to New York City, New York, USA as the venue for any legal action taken related to the subject matter of this Agreement.

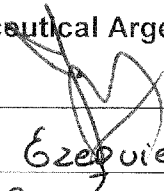
- 12.6 Successors and Assignment. Neither Party would have the right to assign this Agreement, or any portion thereof, without the prior written consent of the other Party, except for a transfer of substantially all of the assets of the assigning Party.
- 12.7 Force Majeure. The performance by either Party of any covenant or obligation on its part to be performed hereunder, other than the obligation of either Party to pay money to the other, will be excused by reason of strikes or other labor disturbances, riots, fires, accidents, wars, embargoes, delays of carriers, inability to obtain raw materials, failure of power or natural resources of supply, acts, injunctions, or restraints of government, or any other cause preventing such performance whether similar, or dissimilar, to the foregoing, provided that such excuse will only be valid to the extent that such nonperformance are beyond the reasonable control of the Party bound by such covenant or obligation, and provided that the Party affected will exert its best efforts to eliminate any such causes, and resume performance of its covenant with all possible speed. If such cause lasts six (6) months or longer, any time thereafter the non-excused Party may terminate this Agreement in its entirety by written notice to the excused Party.
- 12.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
- 12.9 Continuing Obligations. Termination of this Agreement for any reason shall not relieve or release the Parties of any obligations accruing before termination occurred. Further, the obligations of each Party under Articles 1 as applicable, 5, 7, 8 and 11 and Sections 4.1-4.4, 4.7, 4.8, 6.1 (ii) and (iii) as applicable, 12.3, 12.4 to the extent required under to satisfy respective obligations under this Agreement and 12.8 shall survive any termination of this Agreement.



[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the date first written above.

Osmotica Pharmaceutical Argentina S.A.

By: 

Name: Jorge Ezequiel Mayorga

Title: Vice-President

Osmotica Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság

By: 

Name: HUGO NAZZA GALLARDO

Title: ATTORNEY IN FACT

Buenos Aires, 16 de noviembre de 2015.

A los efectos de emitir esta opinión legal, he actuado como abogado independiente de OSMOTICA PHARMACEUTICAL ARGENTINA S.A., una sociedad anónima debidamente constituida bajo las leyes de la República Argentina.

Esta opinión legal es emitida de acuerdo a la consulta efectuada respecto del tratamiento del que son objeto en el derecho argentino las invenciones del trabajador en relación de dependencia, y en particular el régimen aplicable a las invenciones realizadas por el Dr. Gustavo A. Fischbein durante la relación de dependencia con Osmótica Pharmaceutical Argentina S.A. .

A los efectos de emitir esta opinión legal, he examinado la legislación argentina vigente y aplicable y los registros laborales de Osmótica Pharmaceutical Argentina S.A.

En tal sentido, transcribo a continuación la parte pertinente de la legislación positiva vigente aplicable a las invenciones realizadas por los trabajadores en relación de dependencia:

- Ley de Contrato de Trabajo (ley 20.744, texto ordenado según decreto 390/76).

Art. 82 - Invenciones del trabajador:

Las invenciones o descubrimientos personales del trabajador son propiedad de éste, aun cuando se haya valido de instrumentos que no le pertenecen. Las invenciones o descubrimientos que se deriven de los procedimientos industriales, métodos o instalaciones del establecimiento o de experimentaciones, investigaciones, mejoras o perfeccionamientos de los ya empleados, son propiedad del empleador. Son igualmente de su propiedad las invenciones o descubrimientos, fórmulas, diseños, materiales y combinaciones que se obtengan habiendo sido el trabajador contratado con tal objeto.

- Ley de Patentes de Invención y Modelos de Utilidad (ley 24.481, modificada por ley 24.572, texto ordenado según decreto 260/96).

Art. 10 - Invenciones desarrolladas durante una relación laboral:

- a) Las realizadas por el trabajador durante el curso de su contrato o relación de trabajo o de servicios con el empleador que tengan por objeto total o

parcialmente la realización de actividades inventivas, pertenecerán al empleador;

- b) El trabajador, autor de la invención bajo el supuesto anterior, tendrá derecho a una remuneración suplementaria por su realización si su aporte personal a la invención y la importancia de la misma para la empresa y empleador excede de manera evidente el contenido explícito o implícito de su contrato o relación de trabajo. Si no existieran las condiciones estipuladas en el inciso a), cuando el trabajador realizara una invención en relación con su actividad profesional en la empresa y en su obtención hubieran influido predominantemente conocimientos adquiridos dentro de la empresa o la utilización de medios proporcionados por ésta, el empleador deberá ejercer tal opción dentro de los noventa (90) días de realizada la invención;
- c) Cuando el empresario asuma la titularidad de una invención o se reserve el derecho de explotación de la misma, el trabajador, tendrá derecho a una compensación económica justa, fijada en atención a la importancia industrial y comercial del invento, teniendo en cuenta el valor de los medios o conocimientos facilitados por la empresa y los aportes del propio trabajador, en el supuesto de que el empleador otorgue una licencia a terceros, el inventor podrá reclamar al titular de la patente de invención el pago de hasta el cincuenta por ciento (50%) de las regalías efectivamente percibidas por éste;
- d) Una invención industrial será considerada como desarrollada durante la ejecución de un contrato de trabajo o de prestación de servicios, cuando la solicitud de patente haya sido presentada hasta un (1) año después de la fecha en que el inventor dejó el empleo dentro de cuyo campo de actividad se obtuvo el invento;
- e) Las invenciones laborales en cuya realización no concurren las circunstancias previstas en los incisos a), y b), pertenecerán exclusivamente al autor de las mismas;
- f) Será nula toda renuncia anticipada del trabajador a los derechos conferidos en este artículo.

Basado en lo anterior, es mi opinión legal que:

1. En virtud que el Dr. Gustavo A. Fischbein desarrollo su actividad en Osmótica Pharmaceutical Argentina S.A. en relación de dependencia, y fueron contratados para realizar actividades inventivas, les resultan aplicables a los mismos los párrafos de las normas citadas que a continuación transcribo:

- Ley de Contrato de Trabajo (ley 20.744, texto ordenado según decreto 390/76).

Art. 82 - Invencciones del trabajador (parte pertinente):

... Son igualmente de su propiedad -- léase del empleador - las invenciones o descubrimientos, fórmulas, diseños, materiales y combinaciones que se obtengan habiendo sido el trabajador contratado con tal objeto.

- Ley de Patentes de Invención y Modelos de Utilidad (ley 24.481, modificada por ley 24.572, texto ordenado según decreto 260/96).

Art. 10 - Invencciones desarrolladas durante una relación laboral (parte pertinente):

- a) Las realizadas por el trabajador durante el curso de su contrato o relación de trabajo o de servicios con el empleador que tengan por objeto total o parcialmente la realización de actividades inventivas, pertenecerán al empleador;
2. Por lo expuesto, las invenciones que el Dr. Gustavo A. Fischbein ha realizado mientras se encontraban en relación de dependencia de Osmótica Pharmaceutical Argentina S.A., son propiedad y pertenecen a Osmótica Pharmaceutical Argentina S.A.
  3. En consecuencia, el Dr. Gustavo A. Fischbein se encuentra legalmente obligado por la ley argentina vigente a ceder sus invenciones a Osmótica Pharmaceutical Argentina S.A. o a quién ella determine y designe, en especial, pero no limitado a, las empresas vinculadas a su grupo económico, entre ellas, OSMOTICA KERESKEDELMI ES SZOLGALTO KFT.

Las opiniones legales vertidas están sujetas a las siguientes limitaciones:

- (i) Soy miembro del Colegio Público de Abogados de la Capital Federal de la República Argentina, y las opiniones legales se refieren exclusivamente a la ley argentina.
- (ii) Las opiniones legales aquí expresadas están basadas en las leyes vigentes en la fecha de la presente y están sujetas a cualquier cambio de la legislación, incluidas las interpretaciones judiciales y administrativas que pudieran ocurrir en fecha posterior a la de la presente opinión legal.

Dr. Carlos Javier Tártara  
ABOGADO  
C.P.A.C.F. Tomo 58 Folio 225

Buenos Aires, November 16<sup>th</sup>, 2015

In order to issue this legal opinion, I have acted as independent attorney for OSMOTICA PHARMACEUTICAL ARGENTINA S.A., a stock company duly incorporated under the laws of the Argentine Republic.

This legal opinion is issued according to the inquiry made as regards the treatment the inventions of a salaried employee are subject to in the Argentine law, especially the system applicable to the inventions made by Dr. Gustavo Fischbein while being salaried employee of Osmotica Pharmaceutical Argentina S.A.

In order to issue this legal opinion, I have examined the applicable Argentine laws in force, and the employment records of Osmotica Pharmaceutical Argentina S.A.

In such sense, I herein transcribe the pertinent part of the positive law applicable to the inventions made by salaried employees:

- **Employment Contract Act (Act 20.744, text ordered according to Decree 390/76).**

**Section 82 - Inventions of the Employee:**

The inventions or personal discoveries of the employee are of his own property, even when he has used instruments that do not belong to him.

The inventions or discoveries derived from the industrial procedures, methods or facilities of the establishment, or experiments, investigations, or improvements of those already used, are the property of the employer. Also, the inventions or discoveries, formulae, designs, materials and combinations obtained after the employee has been employed for such purpose, are the property of the employer.

- **Letters Patents and Utility Models Act (Act 24.481, amended by Act 24.572, text ordered according to Decree 260/96).**

**Section 10 - Inventions Developed During the Work Relationship:**

a) Those made by the employee during the term of his contract or work or services relationship with the employer, which have as total or partial purpose the performance of inventive activities, are the property of the employer;

b) The employee, author of the invention under the above assumption, will be entitled to a complementary remuneration for his performance, if his personal contribution to the invention and its importance for the company and employer evidently exceed the explicit or implicit content of his contract or work relationship. If the conditions stipulated in sub-paragraph a) do not exist, when the employee makes an invention in connection with his professional activity in the company, and the knowledge acquired within the company or the use of means supplied by it have predominantly influenced its achievement, the employer must exercise such option within ninety (90) days after the invention has been made;

c) When the employer assumes the ownership of an invention or reserves the right to exploit it, the employee will be entitled to a fair economic compensation, fixed according to the industrial and commercial importance of the invention, taking into account the value of the means or knowledge provided by the company as well as the employee's own contribution. In case the employer grants a license to third parties, the inventor may claim the holder of the letters patent, payment of up to fifty percent (50%) of the royalties effectively collected by the former;

d) An industrial invention will be considered as developed during the performance of an employment or rendering of services contract, when the application for a patent has been filed up to one (1) year after the date on which the inventor left the job within which activity field the invention was obtained;

e) Employment inventions where the circumstances contained in subparagraphs a) and b) are not present, will be the exclusive property of their author;

f) Any waiver in advance on the part of the employee, to the rights granted by this section, will be null and void.

Based on the foregoing, my legal opinion is:

1. Considering that Dr. Gustavo Fischbein has developed its activity in Osmotica Pharmaceutical Argentina S.A. as salaried employees, and were hired to perform invention activities, the paragraphs of the rules I hereafter transcribe, are applicable to them:

- **Employment Contract Act (Act 20.744, text ordered according to Decree 390/76).**

**Section 82 - Inventions of the Employee (relevant part):**

*. . . . Also, the inventions or discoveries, formulae, designs, materials and combinations obtained after the employee has been employed for such purpose, are the property of the employer.*

- **Letters Patents and Utility Models Act (Act 24.481, modified by Act 24.572, text ordered according to Decree 260/96).**

**Section 10 - Inventions Developed during the Work Relationship (relevant part):**

- a) *Those made by the employee during the term of his contract or work or services relationship with the employer, and which have as an object the total or partial performance of inventive activities, are the property of the employer;*

2. According to what has been stated, the inventions Dr. Gustavo Fischbein has developed as salaried employee of Osmotica Pharmaceutical Argentina S.A., are the property of and belong to Osmotica Pharmaceutical Argentina S.A.

3. Therefore, Dr. Gustavo Fischbein is legally obliged by the Argentine laws in force to assign their inventions to Osmotica Pharmaceutical Argentina S.A. or to whom Osmotica Pharmaceutical Argentina S.A. determines or designates, specially, but not limited to, the companies related to its economic group, among them, OSMOTICA KERESKEDELMI ES SZOLGALTO KFT.

The legal opinions given are subject to the following limitations:

(i) I am a member of the Bar of the Federal Capital of the Argentine Republic, and the legal opinions issued exclusively refer to the Argentine laws.

(ii) Legal opinions expressed herein are based on the laws in force as of this date and are subject to any modification of the legislation, including the judicial and administrative interpretations that may occur after the date on which this legal opinion is issued.