

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7621631

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EAGLE PHARMACEUTICALS, INC.	11/01/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	10 SOUTH DEARBORN
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>PROPERTY NUMBERS Total: 18</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	17052572
Application Number:	17679883
Application Number:	17740990
Application Number:	17412623
Application Number:	17529791
Application Number:	16762229
Application Number:	17379534
Application Number:	17540878
Application Number:	17835236
Application Number:	17995602
Application Number:	17995604
Application Number:	17995606
Application Number:	17995608
Application Number:	63313030
Application Number:	63343750
Application Number:	17022574
Application Number:	17819726
Application Number:	63296376
<b>CORRESPONDENCE DATA</b>	

**Fax Number:** (214)981-3400

***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.***

**Phone:** 214-981-3483

**Email:** dclark@sidley.com

**Correspondent Name:** DUSAN CLARK, ESQ.

**Address Line 1:** SIDLEY AUSTIN LLP

**Address Line 2:** 2021 MCKINNEY AVE., SUITE 2000

**Address Line 4:** DALLAS, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	036084-30257
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<b>NAME OF SUBMITTER:</b>	DUSAN CLARK
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<b>SIGNATURE:</b>	/Dusan Clark/
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<b>DATE SIGNED:</b>	11/01/2022
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**Total Attachments: 6**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the “Confirmatory Grant”) is made effective as of November 1, 2022 by and from EAGLE PHARMACEUTICALS, INC., a Delaware corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders and the Grantee have entered into a Credit Agreement dated January 26, 2017, as amended and restated by the Amended and Restated Credit Agreement dated August 8, 2017, as further amended and restated by the Second Amended and Restated Credit Agreement dated November 8, 2019 and as further amended and restated by the Third Amended and Restated Credit Agreement dated as of the date hereof (and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor and the other Loan Parties have entered into a Pledge and Security Agreement dated January 26, 2017, as amended and restated by the Amended and Restated Pledge and Security Agreement dated November 8, 2019 and as further amended and restated by the Second Amended and Restated Pledge and Security Agreement as of the date hereof (and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the patents (the “Patents”) listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Patents, and (3) all causes of

action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Patents effective as of the date first written above.

EAGLE PHARMACEUTICALS, INC.

By: 

Name: Brian Cahill

Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS  
Exhibit A - SCHEDULE OF PATENTS

Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Title	Current Owner	Status
20210236467 17052572	05-AUG-2021 03-NOV-2020	DANTROLENE FORMULATIONS AND METHODS OF THEIR USE	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
20220323584 17679883	13-OCT-2022 24-FEB-2022	FORMULATIONS OF BENDAMUSTINE	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
20220265829 17740990	25-AUG-2022 10-MAY-2022	FORMULATIONS OF BENDAMUSTINE	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
20210393594 17412623	23-DEC-2021 26-AUG-2021	FORMULATIONS OF BENDAMUSTINE	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
20220072132 17529791	10-MAR-2022 18-NOV-2021	FULVESTRANT FORMULATIONS	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
20200360284 16762229	19-NOV-2020 07-MAY-2020	FULVESTRANT FORMULATIONS AND METHODS OF THEIR USE	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
20210346396 17379534	11-NOV-2021 19-JUL-2021	FULVESTRANT FORMULATIONS AND METHODS OF THEIR USE	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
20220087980 17540878	24-MAR-2022 02-DEC-2021	METHODS OF USING DANTROLENE TO TREAT NERVE AGENT EXPOSURE	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
20220296603 17835236	22-SEP-2022 08-JUN-2022	PEMETREXED FORMULATIONS	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
17995602	06-OCT-2022	METHODS OF TREATING SARS- COV-2 INFECTIONS	EAGLE PHARMACEUTICALS, INC.	PENDING

Exhibit A

**PATENT**  
**REEL: 061615 FRAME: 0018**

Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Title	Current Owner	Status
17995604	06-OCT-2022	METHODS OF TREATING SEVERE ACUTE RESPIRATORY SYNDROME	EAGLE PHARMACEUTICALS, INC.	PENDING
17995606	06-OCT-2022	METHODS OF TREATING CORONAVIRUS INFECTIONS	EAGLE PHARMACEUTICALS, INC.	PENDING
17995608	06-OCT-2022	METHODS OF TREATING VIRAL INFECTIONS	EAGLE PHARMACEUTICALS, INC.	PENDING
20200360284 16762229	19-NOV-2020 07-MAY-2020	FULVESTRANT FORMULATIONS AND METHODS OF THEIR USE	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
63313030	23-FEB-2022	FULVESTRANT FORMULATIONS AND METHODS OF THEIR USE	EAGLE PHARMACEUTICALS, INC.	PENDING
63343750	19-MAY-2022	FULVESTRANT FORMULATIONS AND METHODS OF THEIR USE	EAGLE PHARMACEUTICALS, INC.	PENDING
20220072132 17529791	10-MAR-2022 18-NOV-2021	FULVESTRANT FORMULATIONS	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
20210260076 17022574	26-AUG-2021 16-SEP-2020	FULVESTRANT FORMULATIONS	EAGLE PHARMACEUTICALS, INC.	PUBLISHED
17819726	15-AUG-2022	FULVESTRANT FORMULATIONS	EAGLE PHARMACEUTICALS, INC.	PENDING
63296376	04-JAN-2022	FULVESTRANT FORMULATIONS	EAGLE PHARMACEUTICALS, INC.	PENDING

Exhibit A

Patent No./ Publication No./ Application No.	Issue Date/ Pub. Date/ App. Date	Title	Current Owner	Status
		AND METHODS OF THEIR USE		
17898558	30-AUG-2022	PEMETREXED FORMULATIONS TRACK 1	EAGLE PHARMACEUTICALS, INC.	PENDING
17898637	30-AUG-2022	PEMETREXED FORMULATIONS TRACK 1	EAGLE PHARMACEUTICALS, INC.	PENDING
17898984	30-AUG-2022	PEMETREXED FORMULATIONS TRACK 1	EAGLE PHARMACEUTICALS, INC.	PENDING

Exhibit A