

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7711371

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF INTELLECTUAL PROPERTY
CONVEYING PARTY DATA	
Name	Execution Date
TAP PHARMACEUTICALS AG	12/23/2022
RECEIVING PARTY DATA	
Name:	FAMYGEN LIFE SCIENCES, INC.
Street Address:	550 COCHITUATE ROAD
Internal Address:	EAST WING 4TH FLOOR, SUITE 25
City:	FRAMINGHAM
State/Country:	MASSACHUSETTS
Postal Code:	01701
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13947022
Application Number:	63280087
Application Number:	18049952
Application Number:	17824478
CORRESPONDENCE DATA	
Fax Number:	(212)354-8113
<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:	iprecordations@whitecase.com
Correspondent Name:	SYDNEY CRUTE
Address Line 1:	1221 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	1185907-0002-CZ49
NAME OF SUBMITTER:	SYDNEY CRUTE
SIGNATURE:	/Sydney Crute/
DATE SIGNED:	12/23/2022
Total Attachments: 4	
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ASSIGNMENT OF INTELLECTUAL PROPERTY
(“ASSIGNMENT AGREEMENT”)

This Assignment Agreement is made on 23 December, 2022 (“**Effective Date**”),

BETWEEN

TAP PHARMACEUTICALS AG, having its principal office at 5A, Neuhofstrasse,
CH6340, BAAR, Switzerland (“**Assignor**”); and

FAMYGEN LIFE SCIENCES, INC., a corporation having its principal office at 701 S
Carson STE 200, Carson City, NV 89701, USA and correspondence office at 550
Cochituate road, East Wing, 4th Floor, Suite 25, Framingham, MA 01701, USA
(“**Assignee**”).

BACKGROUND

This Assignment Agreement is entered into pursuant to an Asset Purchase Agreement dated on or about the date hereof between the Assignor and the Assignee, for the sale and purchase of certain assets, including the Assigned Intellectual Property (as defined below) (the “**APA**”). Capitalized terms used but not defined herein have the meanings given to such terms in the APA.

Assignor is the and thereby owns all rights, title and interests in and to the Assigned Intellectual Property, identified and shown in Schedule 1 attached hereto, and by this reference, incorporated into and made a part hereof.

Assignor wishes to sell, assign, transfer, convey and deliver to Assignee all of Assignor’s entire worldwide right, title and interest in and to the Assigned Intellectual Property and Assignee wishes to accept and receive all of Assignor’s entire worldwide right, title and interest in and to the Assigned Intellectual Property.

ASSIGNMENT

Assignment. As of the Effective Date, the Assignor hereby absolutely, irrevocably and unconditionally sells, conveys, transfers, assigns and delivers to the Assignee (on behalf of it and its successors and assigns to have and to hold forever), and the Assignee hereby accepts, free and clear of all Encumbrances, all of such Assignor’s entire worldwide rights, title, benefits, privileges and interests in and to all Assigned Intellectual Property identified in said **Schedule 1**, and the attendant goodwill symbolized therein throughout the world, including any patents issuing from or based upon all patent applications thereon, or any continuations, continuations-in-part, divisions, reissues or extensions of the patents included in the Assigned Intellectual Property, and including, without limitation, the right

to sue for and recover damages for any past, present or future infringement of such patents, the same to be held and enjoyed by Assignee for their own use, and for their legal representatives and assigns, to the full end of the term for which patents are granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Recordation and Further Actions. The Assignor hereby authorize the Commissioners for Patents and Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in all other applicable jurisdictions, to record and register this Assignment Agreement to the Assignee (and to record and register the Assignee as the beneficial and record owner of the Assigned Intellectual Property, as applicable) upon request by Assignee in accordance with the terms of this Assignment Agreement.

Further Assurances. The Assignor further agrees, as may be requested from time to time by the Assignee, to promptly execute all documents, papers, forms and authorizations that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Assigned Intellectual Property.

Terms of the APA. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of the parties hereto with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any direct and irresolvable conflict between the terms of this Assignment Agreement and the terms of the APA, the terms of the APA shall control.


Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document. This Agreement and any amendments hereto, to the extent signed and delivered by means of electronic reproduction (*e.g.*, portable document format (.pdf)), shall be treated in all manner and respects as an original and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of a Party, the other Party shall re-execute original forms thereof and deliver them to the Party who made said request

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IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed by their respective duly authorized officers as of the Effective Date, each copy of which will for all purposes be deemed to be an original.

SIGNATORIES

TAP PHARMACEUTICALS AG

Signature: 
Name: Stefan Smit
Designation: Managing Director
(who by his / her signature hereto warrants his / her authority)
Date: 22.12.2022
Place: Zug

FAMYGEN LIFE SCIENCES, INC

Signature: 
Name: Shiladitya Sengupta
Designation: Director
(who by his / her signature hereto warrants his / her authority)
Date: 21st Dec 2022
Place: Philadelphia

SCHEDULE 1 TO THE INTELLECTUAL PROPERTY ASSIGNMENT

TITLE	APPLICATION NO.	FILING DATE	REG. NO.	ISSUE DATE
SACCHARIDE FREE, STORAGE STABLE THYROID HORMONE ACTIVE DRUG FORMULATIONS AND METHODS FOR THEIR PRODUCTIO	13/947,022	07/20/2013	8,779,000	07/15/2014
ORODISPERSIBLE LEVOTHYROXINE COMPOSITIONS	US 63/280087	11/16/2022		
AQUEOUS PHARMACEUTICAL COMPOSITIONS OF PROSTAGLANDINS	US 18/049,952	10/26/2022		
TOPICAL OTIC, OPHTHALMIC, AND NASAL CORTICOSTEROID FORMULATIONS	US 17/824478	05/25/2022		