

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7717111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MYLAN INC.	11/29/2022
RECEIVING PARTY DATA	
Name:	BIOSIMILARS NEWCO LIMITED
Street Address:	TRIDENT PLACE, BUILDING 4, MOSQUITO WAY, HATFIELD
City:	HERTFORDSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	AL10 9UL
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11995679
Application Number:	15728692
CORRESPONDENCE DATA	
Fax Number:	
<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:	(608) 662-1277
Email:	jkjoslyn@casimirjones.com
Correspondent Name:	CASIMIR JONES, S.C.
Address Line 1:	2275 DEMING WAY, SUITE 310
Address Line 4:	MIDDLETON, WISCONSIN 53562
ATTORNEY DOCKET NUMBER:	BIOCN-GEN
NAME OF SUBMITTER:	MARIANNE FUIERER
SIGNATURE:	/mariannefuierer/
DATE SIGNED:	12/29/2022
Total Attachments: 6	
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Intellectual Property Assignment Agreement

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), dated as of November 29, 2022, by and between MYLAN INC., a Pennsylvania corporation (“Assignor”), and BIOSIMILARS NEWCO LIMITED, a private limited company registered in England and Wales with company number 14259834 (“Assignee” and, together with Assignor, the “Parties”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Transaction Agreement, dated as of February 27, 2022, by and between VIATRIS INC., a Delaware corporation (“Seller Parent”), and BIOCON BIOLOGICS LIMITED, a public limited company incorporated under the Indian Companies Act, 2013 (“Buyer”), as amended by that certain Amendment No. 1 to Transaction Agreement, dated as of November 28, 2022 (the “Transaction Agreement”).

WHEREAS, pursuant to the Transaction Agreement, prior to the Closing and subject to Section 1.09 of the Transaction Agreement, Seller Parent has agreed to, and to cause its Subsidiaries to, consummate the Business Internal Reorganization, which Business Internal Reorganization will result in the Transferred Assets being transferred to, and the Assumed Liabilities being assumed by, the Acquired Companies, in each case, immediately prior to the Closing;

WHEREAS, Assignee is a newly formed wholly owned Subsidiary of Assignor, and an Acquired Company under the Transaction Agreement;

WHEREAS, Seller Parent has caused Assignor to make an election with respect to Assignee for it to be treated as disregarded as an entity separate from its owner for U.S. federal income tax purposes effective as of the date of its formation; and

WHEREAS, Assignor owns certain of the Business Registered Intellectual Property, including (a) the Patents set forth on Schedule 1 hereto (the “Assigned Patents”), (b) the registered Trademarks and applications therefor set forth on Schedule 2 hereto (the “Assigned Trademarks”) and (c) the registered domain names set forth on Schedule 3 hereto (collectively, the “Assigned Domains” and, together with the Assigned Patents and the Assigned Trademarks, the “Assigned Intellectual Property”).

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained in this Assignment and the other Transaction Documents, and subject to the conditions set forth herein and therein, the Parties hereby agree as follows:

1. Assignment. Effective as of 12:01 a.m. on November 29, 2022, New York City time, on the date hereof, Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Intellectual Property, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment not been made, including all statutory and common law rights attaching to the Assigned Intellectual Property, together with the goodwill of the business

exclusively relating to the applicable Assigned Intellectual Property and the right to sue (and to retain damages recovered) in respect of any infringement or unauthorized use of the Assigned Intellectual Property that may have occurred before the date of this Agreement. Without limiting the generality of the foregoing, with respect to any United States intent-to-use trademark applications included in the Assigned Intellectual Property ("ITU Applications"), the assignment granted hereunder accompanies the transfer of the business or portion of the business of the Assignor to which such ITU Applications pertain, and that business is ongoing and existing, or the transfer of such ITU Applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such ITU Applications or the validity or enforceability of registrations issuing from such ITU Applications.

2. Recordation. Without limiting or derogating from the Transaction Agreement, Assignor hereby authorizes Assignee and any designee of Assignee to record this Assignment with any relevant Governmental Entity so as to perfect its ownership of the Assigned Intellectual Property. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials of corresponding or equivalent entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Assigned Intellectual Property to the Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as the Assignee may direct, in accordance with this instrument of assignment.

3. Miscellaneous.

(a) Interpretation. The provisions set forth in Section 9.04 (Interpretation) of the Transaction Agreement shall apply to this Assignment, *mutatis mutandis*, and are incorporated by reference as if fully set forth herein.

(b) Amendments and Waivers. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the Parties. A provision of this Assignment shall be validly waived only if such waiver is set forth in an instrument in writing signed on behalf of the Party waiving such provision. The failure of any Party to assert any of its rights under this Assignment or otherwise shall not constitute a waiver of such rights.

(c) Severability. If any term or other provision of this Assignment is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under applicable Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Transactions are fulfilled. No Party shall assert, and each Party shall cause its respective Representatives not to assert, that this Assignment, any other Transaction Document or any part hereof or thereof is invalid, illegal or unenforceable.

(d) Counterparts. This Assignment may be executed (including by electronic mail, in .pdf form or by any other electronic means, and including by electronically imaging a signature) in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to the other Party.

(e) Entire Agreement; No Third-Party Beneficiaries. This Assignment, together with the other Transaction Documents and the Confidentiality Agreement, constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the Parties and their respective Affiliates, or any of them, with respect to the Transactions. This Assignment is not intended to, and does not, confer upon any Person other than the Parties any rights or remedies.

(f) Governing Law; Enforcement; Jurisdiction; Consent to Service of Process; Arbitration. The provisions set forth in Sections 9.10 (Governing Law), 9.12 (Enforcement; Jurisdiction; Consent to Service of Process) and 9.13 (Arbitration) of the Transaction Agreement shall apply to this Assignment, *mutatis mutandis*, and are incorporated by reference as if fully set forth herein.

(g) Assignment. Neither this Assignment nor any of the rights, interests or obligations under this Assignment shall be assigned, in whole or in part, by operation of Law or otherwise by any Party without the prior written consent of the other Party, and any purported assignment without such consent shall be null and void. Subject to the immediately preceding sentence, this Assignment will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

(h) Further Assurances. Each Party shall, at the request of the other Party, execute such further documents, and perform such further acts, as may be reasonably necessary to give full effect to this Assignment. Without limiting the generality of the foregoing, to the extent required under applicable Law or as otherwise reasonably necessary to effect the assignment of the Assigned Intellectual Property, the Parties shall use reasonable best efforts to execute and deliver, or cause their respective Affiliates to execute and deliver such transfer agreements, deeds, assignments, and other documents and instruments of conveyance, assignment, transfer and delivery as are necessary to effect the assignment or recordation of any of the Assigned Intellectual Property.

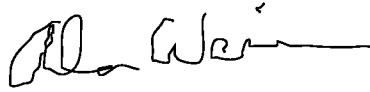
(i) No Modification of Transaction Agreement. Nothing contained in this Assignment is intended or shall be construed to amend or modify in any respect, or constitute a waiver or release by any party to the Transaction Agreement of, any provisions of the Transaction Agreement. For the avoidance of doubt, the sole and exclusive remedy with respect to this Assignment and the transactions contemplated hereby shall be the rights and remedies, if any, available pursuant to the Transaction Agreement in accordance with the terms thereof.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

Assignor:

MYLAN INC.

By 

Name: Alan Weiner

Title: Authorized Signatory

[Signature Page to Intellectual Property Assignment Agreement (Biosimilars Newco Limited)]

[[5828502]]

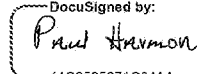
PATENT
REEL: 062231 FRAME: 0834

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

Assignee:

BIOSIMILARS NEWCO LIMITED

DocuSigned by:



By _____
44C2535274C64AA

Name: Paul Harmon

Title: Director

[Signature Page to IP Assignment Agreement (Biosimilars Newco Limited)]

Schedule I

Assigned Patents

Active Patent / Patent Application	Country of Registration / Application	Application Number / Registration Number	Date Filed	Registered Owner or Applicant
Method for the Purification of G-Csf	United States of America	US 9,815,879	11/955,679 / July 14, 2006	Mylan Pharmaceuticals Inc.
Method for the Purification of G-CSF	United States of America	US 10,844,103	15/728,692 / October 10, 2017	Mylan Pharmaceuticals Inc.
Method for the purification of g-csf	Europe	EP1904522	EP20060777781 / July 14, 2006	Mylan Pharmaceuticals Inc.
Method for the purificaion of G-CSF	Europe	EP2058326	EP20090152647 / July 14, 2006	Mylan Pharmaceuticals Inc.