

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7764422

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DR. REDDY'S LABORATORIES LTD.	09/09/2021
RECEIVING PARTY DATA		
Name:	BIODELIVERY SCIENCES INTERNATIONAL, INC.	
Street Address:	4131 PARKLAKE AVENUE, SUITE 225	
City:	RALEIGH	
State/Country:	NORTH CAROLINA	
Postal Code:	27612	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	16369981	
Application Number:	17471858	
Patent Number:	10376527	
Patent Number:	10799517	
Patent Number:	9572819	
Patent Number:	9795620	
Patent Number:	9949990	
CORRESPONDENCE DATA		
Fax Number:	(857)302-6843	
<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:	857 287-3100	
Email:	Maureen.Tierney@wbd-us.com	
Correspondent Name:	WOMBLE BOND DICKINSON (US) LLP	
Address Line 1:	INDEPENDENCE WHARF	
Address Line 2:	470 ATLANTIC AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02210	
ATTORNEY DOCKET NUMBER:	B103016 1160US.1T1-US.C6	
NAME OF SUBMITTER:	MAUREEN TIERNEY	
SIGNATURE:	/Maureen Tierney/	
DATE SIGNED:	01/26/2023	

PATENT

Total Attachments: 4

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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this “Assignment Agreement”) is made this 9th day of September, 2021 (the “Effective Date”), by and between Dr. Reddy’s Laboratories Ltd., an Indian company (“Assignor”), and BioDelivery Sciences International, Inc., a Delaware corporation (“Assignee”). Unless otherwise specifically provided herein, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of August 3, 2021 (as may be amended from time to time, the “Asset Purchase Agreement”) by and between Assignor and Assignee, Assignor has agreed to assign to Assignee certain patents and patent applications described in Exhibit A, attached hereto and made a part hereof (the “Product Patents”); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee desires to purchase from Assignor, and Assignor has agreed to sell, all right, title and interest in and to the Product Patents as of the Effective Date;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Conveyance and Acceptance of Product Patents. Upon the terms and subject to the conditions of the Asset Purchase Agreement, effective as of the date of the Closing, Assignor hereby, irrevocably, without reservation, sells, transfers, grants, assigns and conveys (and shall cause to be sold, transferred, granted, assigned and conveyed) to Assignee, free and clear of all Encumbrances other than the Permitted Encumbrances, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor’s right, title and interest in and to the Product Patents, together with the goodwill of the business symbolized by the Product Patents, and any and all other rights, privileges, and priorities provided under applicable law associated with respect to the Product Patents, including, but not limited to, the right of priority, for example in a continuation or divisional application, the rights to any extension or renewal of any registration or application, the right to sue for present, past, and future infringement, the rights to use or abandon, the right to make derivative works, the right to reproduce in all formats, and the right to collect and retain any proceeds therefrom.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any other official of any other applicable governmental authority to record Assignee as the assignee and owner of the Product Patents, and to issue any and all registrations from any and all applications for registration included in the Product Patents in and to the name of Assignee.

3. Further Assurances. At Assignee’s sole cost and expense, Assignor shall execute and deliver such additional documents, instruments, conveyances and assurances, prepared by Assignee, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment Agreement, including the recordation of this Agreement and perfection of Assignee’s interest in and to the Product Patents.

4. Purchase Agreement Controls. Nothing in this Assignment Agreement shall be deemed to supersede, diminish, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between any of the terms of the Asset Purchase Agreement and any of the terms hereof, the applicable terms of the Asset Purchase Agreement shall govern and control.

5. Assignment; Governing Law; Jurisdiction. This Assignment Agreement and the provisions herein contained shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns. The provisions of Section 11.08 (*Governing Law; Jurisdiction*) of the Asset Purchase Agreement shall apply to this Assignment Agreement.

6. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement.

[Remainder of this page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives have executed this Assignment Agreement on the date first set above.

DR. REDDY'S LABORATORIES LTD.

DS
BD

DocuSigned by:

By: **Erez Israeli**

0836F629EB3146E...

Name: Erez Israeli

Title: Chief Executive Office

BIODELIVERY SCIENCES INTERNATIONAL, INC

DocuSigned by:

By: *Jeffrey A. Bailey*

B0A54E49B7AA4AB...

Name: Jeffrey A. Bailey

Title: Chief Executive Officer

[Signature Page to Assignment of Patents]

PATENT
REEL: 062504 FRAME: 0234

EXHIBIT A**Product Patents****Patent Family-1**

Country	Patent Application Number	Status	Patent/Publication Number
US	15/167922	Granted	US 9,572,819
US	15/374951	Granted	US 9,795,620
US	15/712,415	Granted	US 9,949,990
US	15/922,170	Granted	US 10,376,527
US	15/922,353	Granted	US 10,799,517
US	16/369,981	Pending	US 2019/0224219A1
Canada	2987272	Granted	CA 2987272C

Patent Family-2

Country	Patent Application Number	Status	Patent/Publication Number
US	15/607,216	Granted	US 10,722,456
US	16/938,564	Pending	US 2020/0352853A1
Canada	3025734	Pending	CA 3025734 A