

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7832813

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BARRY UNIVERSITY	05/05/2017
RECEIVING PARTY DATA	
Name:	HANSEN PHARMACEUTICAL, LLC
Street Address:	7000 SW 62ND AVENUE
Internal Address:	SUITE 310
City:	SOUTH MIAMI
State/Country:	FLORIDA
Postal Code:	33413
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16506786
Application Number:	16773676
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>	
Email:	patentdocketing@polsinelli.com, jallabastro@polsinelli.com
Correspondent Name:	POLSINELLI PC
Address Line 1:	1401 LAWRENCE STREET
Address Line 2:	SUITE 2300
Address Line 4:	DENVER, COLORADO 80202
ATTORNEY DOCKET NUMBER:	101876-646740
NAME OF SUBMITTER:	JANAE ALLABASTRO
SIGNATURE:	/Janae Allabastro/
DATE SIGNED:	03/07/2023
Total Attachments: 18	
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ASSIGNMENT AGREEMENT

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5/5/17 This Assignment Agreement (the "Agreement") is made and entered into as of ~~2016~~ (the "Effective Date"), by and between Hansen Pharmaceutical, LLC, 7000 SW 62nd Avenue, #310 South Miami, FL 33413 (hereinafter "Hansen" or "Assignee") and Barry University, at 11300 NE 2nd Ave. Miami Shores, Florida 33161 ("University" or "Assignor"). Hansen

WHEREAS, the University is the owner of the Technology (as defined below); and

WHEREAS, Hansen desires to obtain, own and develop the Technology owned by the University and referenced in **Exhibit A**, attached;

WHEREAS, the University desires to assign to Hansen the entire right, title and interest in the Technology (**Exhibit A**) in exchange for reimbursement for all Technology-related patent prosecution fees and costs paid to date

1. DEFINITIONS

1.3. "Field" means nitric oxide under pressure, devices and applications of use thereto

US.105936945.02

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and assays/testing related thereto as identified in patent and patent applications as provided in **Exhibit A** and as defined in the Technology and Technology Improvements in the Territory.

1.5. **"Intellectual Property"** means all Patent Rights,

1.9. **"Patent Rights"** means those patents and patent applications identified in **Exhibit A**, as well as all continuations, continuations-in-part, divisional and any other patent application claiming priority from any of the foregoing, any patent granted on any such patent application, and any extension, reissue, reexamination, post-grant review or supplemental protection certificate related thereto and any patent or patent application filed on behalf of the University having a valid claim directed to the Technology and/or the Technology Improvements, or filed by Hansen upon assignment of the Technology per this agreement anywhere in the world.

1.10. **"Patent Challenge"** means any legal, administrative action or other proceedings which would or might, in any way:

(a) invalidate, challenge, oppose or otherwise put in dispute the validity of the Valid Claims;

(b) reduce the scope of the Valid Claims; or

- (c) result in any declaration or judgment that one or more of the Valid Claims is unenforceable or that Hansen or the University is, in any way, restricted or prevented from enforcing the Valid Claims (whether on grounds of estoppel, bar on plea, waiver, laches, acquiescence or any other statutory, equitable or other legal grounds).

2. GRANT OF RIGHTS

- 2.1. Assignment Grant. The University and its affiliates assign to Hansen and its Affiliates all right, title and interest in and to the Technology and Technology Improvements including, but not limited to, all applications and patents listed in **Exhibit A**, corresponding domestic applications and patents thereto (provisionals, divisionals, continuations, continuations-in-part), corresponding foreign applications, all Letters Patents or similar legal protection issuing thereon, and any extension, reissue, reexamination, post-grant review or supplemental protection certificate related thereto, in exchange for reimbursement for all patent costs and fees related thereto and paid to date and a royalty stream related to the Technology and Technology Improvements.
- 2.2. Assignment by University Staff. To the extent they have not already done so, all University Staff will execute an agreement to assign to either the University, for

the purpose of assignment by the University to Hansen, or to Hansen all intellectual property rights developed or advanced included in the Patent Rights or the Technology Improvements. Other University technologies that are not included within the Patent Rights or Technology Improvements will fall under the University Staff's employment agreement. Any University Staff who are also principals in Hansen at the time of execution shall adhere to his/her respective employment agreement with the University, regarding his/her contributions to the Technology, Technology Improvements and Patent Rights.

2.5. Improvements.

- (a) Hansen will own all Technology Improvements, whether developed by or on behalf of University or Hansen (but excluding improvements to University's other products and services). University hereby assigns all of its right, title and interest in and to any and all Technology Improvements to Hansen.
- (b) Upon creation, all Technology Improvements that relate to the patents or the Technology developed by or on behalf of Hansen will immediately be incorporated into the Assignment and any new patent applications or patents will be deemed to be included in the definition of "Patent Rights." University will (i) coordinate with Hansen with respect to the creation of Technology Improvements from University Staff; and (ii) notify in writing to Hansen of the creation of any Technology Improvements.

If Hansen funds development or secures patent protection in the form of filing an application or maintaining a trade secret of the Technology Improvement, the Technology Improvement will immediately be incorporated into the Assignment and any new patent applications or patents will be deemed to be included in the definition of "Patent Rights".

- (d) Each party will take all further actions, and provide to the other party, and the other party's successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation), requested by the applicable party to more fully and effectively effectuate the purposes of this Section 2.7. *5/12/14*



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7. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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7.1. **University** hereby warrants, represents and covenants to Hansen that, to the best of its knowledge and belief :

- (a) it is the rightful legal owner of the Intellectual Property;
- (b)
- (c) it has the right and authority to perform its obligations under this Agreement and to grant the assignments and other rights as provided in this Agreement, without any obligation to any other party;
- (d) there are no encumbrances on any of the Intellectual Property and it is not a party to any agreement with any third party (whether written, oral or implied) that restrict, limit or otherwise adversely affect, or are inconsistent with, the assignments granted to Hansen under this Agreement or any other rights granted by University under this Agreement;
- (e) it will not grant any such encumbrance or enter into any such agreement;

7.2. Hansen hereby warrants, represents and covenants to University that:

- (d) it has the right and authority to perform its obligations under this Agreement
without any obligation to any other party

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Handwritten signature



[Signature Page Follows.]

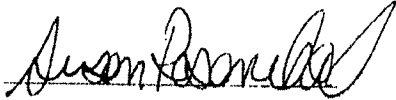
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

BARRY UNIVERSITY

By



Name Susan Rosenthal, MBA

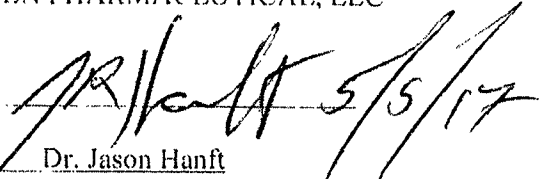
Title Vice President Division of

Business and Finance

5/5/17
JR

HANSEN PHARMACEUTICAL, LLC

By



Name Dr. Jason Hanft

Title Chief Executive Officer

President and Director

EXHIBIT A

(Temporary Column) FBD Ref. No.	Inventors	Jurisdiction	Type of Application	Title	Filing Date/ Allowed/Issued	App No.
505754.3	Gerhild Packert Daniel Packert Stephen Durham Christopher C. Miller	US	Provisional	Tissue Culture Testing Systems and Methods of Use	11/13/2014	62/079,458
505754.10	Gerhild Packert Daniel Packert Stephen Durham Christopher C. Miller	PCT	PCT	Tissue Culture Testing Systems and Methods of Use	11/12/2015	PCT/US2015/060426
505754.15	Gerhild Packert Daniel Packert Stephen Durham Christopher C. Miller	US	Non-Provisional	Tissue Culture Testing Systems and Methods of Use	11/12/2015	14/939,816
505754.4	Jeffrey Jensen Christopher C. Miller Daniel Packert Gerhild Packert	US	Provisional	Nitric Oxide Delivery System and Methods of Use	11/13/2014	62/079,461
505754.11	Jeffrey Jensen Christopher C. Miller Daniel Packert Gerhild Packert	PCT	PCT	Nitric Oxide Delivery System and Methods of Use	11/12/2015	PCT/US2015/060461
505754.14	Jeffrey Jensen Christopher C. Miller Daniel Packert Gerhild Packert	US	Non-Provisional	Nitric Oxide Delivery System and Methods of Use	11/12/2015	14/939,995
505754.8	Frank J. McCaney Jeffrey Jensen Christopher C. Miller Daniel Packert Gerhild Packert Alex Stenzler	US	Non-Provisional	Methods of Treatment with Nitric Oxide at Pressures Greater Than One Atmosphere	9/27/2013 Allowed	14/039,940
505754.16	Frank J. McCaney Jeffrey Jensen Christopher C. Miller Daniel Packert Gerhild Packert Alex Stenzler	US	Continuation (CON of 14/039,940)	Methods of Treatment with Nitric Oxide at Pressures Greater Than One Atmosphere	11/23/2015	14/949,733

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RECORDED: 03/07/2023

April 8, 2016

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