# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7834855

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: 1**

Property Type	Number
Application Number:	17562229

## **CORRESPONDENCE DATA**

**Fax Number:** (857)302-6843

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:** 857 287-3100

**Email:** Maureen.Tierney@wbd-us.com

Correspondent Name: WOMBLE BOND DICKINSON (US) LLP

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Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	B103016 1180 US.1
NAME OF SUBMITTER:	MAUREEN TIERNEY
SIGNATURE:	/Maureen Tierney/
DATE SIGNED:	03/08/2023

# **Total Attachments: 3**

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## **ASSIGNMENT OF PATENT RIGHTS**

This ASSIGNMENT OF PATENTS RIGHTS (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 rights under US Provisional Patent Application No. US63/131,172 (the "Provisional Application"); 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 Provisional Application 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:

- Conveyance and Acceptance of Patent Rights. 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, (a) Assignor's right to file non-provisional applications in the United States and Canada claiming priority to the Provisional Application, and (b) all of Assignor's right, title and interest in and to all such non-provisional applications in the United States and Canada and any and all patents issuing therefrom in the United States and Canada, in each case, together with the goodwill of the business in the United States and Canada symbolized by the foregoing, and any and all other rights, privileges, and priorities provided under applicable law associated with respect to the foregoing, 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. For the avoidance of doubt, Assignor retains title and ownership of the Provisional Patent and Assignee shall not submit any recordation forms with the United States Patent and Trademark office of the United States (and equivalent with respect to Canada), with respect to the Provisional Application unless and until such form is approved by the Assignor.
- 2. <u>Due Authorization</u>. 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 above rights in non-provisional applications in the United States and Canada claiming priority to the Provisional Application, and to issue any and all registrations from any and all non-provisional applications for registration in the United States and Canada included in such rights in and to the name of Assignee.
- 3. <u>Further Assurances</u>. 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 (subject to Section 1 of this Assignment Agreement) and perfection of Assignee's interest in and to the rights above with respect to the Provisional Application.

- 4. <u>Purchase Agreement Controls.</u> 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. <u>Assignment; Governing Law; Jurisdiction</u>. 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. <u>Counterparts</u>. 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.

BD

By: Erez Israeli

Name: Erez Israeli

Title: Chief Executive Officer

BIODELIVERY SCIENCES INTERNATIONAL, INC

By: Jeffry d. Bailer

Name: Jeffrey A. Bailey

Title: Chief Executive Officer

[Signature Page to Assignment of Patent Rights]

ACTIVE/111340075.1

**RECORDED: 03/08/2023**