

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7840581

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BIOXCEL CORPORATION	09/04/2019
RECEIVING PARTY DATA	
Name:	BIOXCEL THERAPEUTICS, INC.
Street Address:	555 LONG WHARF DRIVE
Internal Address:	12TH FLOOR
City:	NEW HAVEN
State/Country:	CONNECTICUT
Postal Code:	06511
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17990312
Application Number:	17990332
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	202-842-7800
Email:	pjackson@cooley.com
Correspondent Name:	COOLEY LLP ATTN: IP DOCKETING DEPARTMENT
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	BXTI-016/05US/016/06US
NAME OF SUBMITTER:	DEAN L FANELLI
SIGNATURE:	/Dean L Fanelli/
DATE SIGNED:	03/10/2023
Total Attachments: 4	
source=BXTI-016_05US, 06US-Assignment2 [BioXcel Corporation to BioXcel Therapeutics, Inc.]#page1.tif	
source=BXTI-016_05US, 06US-Assignment2 [BioXcel Corporation to BioXcel Therapeutics, Inc.]#page2.tif	
source=BXTI-016_05US, 06US-Assignment2 [BioXcel Corporation to BioXcel Therapeutics, Inc.]#page3.tif	

ASSIGNMENT OF PATENT RIGHTS

(Company to Company)

BioXcel Corporation, a corporation having its principal place of business at 780 East Main Street, Branford, CT 06405, (herein referred to as "Assignor") owns the entire right, title and interest in any Letters Patent(s) ("said patent(s)") and any Patent application(s) ("said application(s)") set forth below, as well as any invention(s) ("said invention(s)") disclosed in said application(s) and said patent(s).

Patent Application(s)

- (1) ☒ Non provisional application
- (a) ☐ to be filed herewith; or
- (b) ☒ bearing USA Application No. 16/474,882, filed on June 28, 2019 titled "USE OF SUBLINGUAL DEXMEDETOMIDINE FOR TREATMENT OF AGITATION"

WHEREAS, **BioXcel Therapeutics, Inc.**, a corporation having its principal place of business at 555 Long Wharf Drive, 12th Floor, New Haven, CT 06511, its successors, legal representatives and assigns (the "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), the right to recover any and all past, present, and future damages, including provisional or other royalties, for any and all past, present, and future infringements of said application(s) and said patent(s), and the entire right, title, and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s);

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), including divisions, continuations, and continuations-in-part of said application(s), the right to recover any and all past, present, and future damages, including provisional or other royalties, for any and all past, present, and future infringements of said application(s) and said patent(s), the entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s), the entire right, title and interest in and to any and all reissues and extensions of said patent(s), and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which

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Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.), is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraph (1) and (2) when known.;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

For and on behalf of Assignor:

Date: 09/04/19

By: K Nandabalan
Name: **Krishnan Nandabalan**
Title: **President**
Company: **BioXcel Corporation**

I certify that I know or have satisfactory evidence that **Krishnan Nandabalan** signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date 09/04/19 Signed at Guilford, CT
(Type or Print)

GOVINDAN VIJAYADAMODAR Govindan Vijayadamar
(Type or Print Name of Witness) (Signature of Witness)

For and on behalf of Assignee:

Date: 27/9/2019

By:

Vimal D. Mehta

Name: Vimal D. Mehta

Title: CEO

Company: BioXcel Therapeutics, Inc.

I certify that I know or have satisfactory evidence that Vimal D. Mehta signed this instrument of his/her own free will, as a voluntary act for the uses and purposes mentioned in the instrument.

Date 9/27/19
(Type or Print)

Signed at New Haven, CT

Richard Steinberg
(Type or Print Name of Witness)

[Signature]
(Signature of Witness)