

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7997918

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
OTONOMY, INC.		01/23/2023
RECEIVING PARTY DATA		
Name:	DOMPÉ FARMACEUTICI S.P.A.	
Street Address:	VIA SANTA LUCIA, 6	
City:	MILANO	
State/Country:	ITALY	
Postal Code:	20122	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Application Number:	16955730	
Application Number:	62615358	
Application Number:	16873803	
Application Number:	62965758	
Application Number:	17794935	
Application Number:	63125902	
Application Number:	15099336	
Application Number:	16389213	
Application Number:	17405990	
PCT Number:	US2019012941	
PCT Number:	US2021014781	
PCT Number:	US2021010053	
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:	6192381900	
Email:	cindy.varela@procopio.com	
Correspondent Name:	PROCOPIO, CORY, HARGREAVES & SAVITCH LLP	
Address Line 1:	525 B STREET, SUITE 2200	
Address Line 2:	SUITE 2200	

PATENT

Address Line 4: SAN DIEGO, CALIFORNIA 92101	
ATTORNEY DOCKET NUMBER:	132878-00000001
NAME OF SUBMITTER:	CINDY VARELA
SIGNATURE:	/Cindy Varela/
DATE SIGNED:	06/08/2023
Total Attachments: 5 source=Otonomy to Dompe Patent Assignment -final#page1.tif source=Otonomy to Dompe Patent Assignment -final#page2.tif source=Otonomy to Dompe Patent Assignment -final#page3.tif source=Otonomy to Dompe Patent Assignment -final#page4.tif source=Otonomy to Dompe Patent Assignment -final#page5.tif	

EXHIBIT B**Assignment of Intellectual Property**

This Intellectual Property Assignment Agreement ("Assignment") is effective as of January 23, 2023 (the "Effective Date") between Otonomy, Inc. ("Assignor") and Dompé farmaceutici S.p.A. ("Assignee"). Each of Assignor and Assignee are referred to herein collectively as the "Parties" and, individually, as a "Party." Capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to them in the Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of January 23, 2023 (the "Agreement"), pursuant to which, among other things, Assignor has agreed to sell, and Assignee has agreed to purchase, all of Assignor's right, title and interest in and to the Transferred Patents; and

WHEREAS, the execution and delivery of this Assignment is required in connection with the consummation of the transactions contemplated by the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignment and Transfer. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title and interest in and to the Transferred Patents set forth on Annex A attached hereto together with (i) the registrations of the Transferred Patents and all renewals and extensions of the foregoing, and (ii) the goodwill symbolized by and associated with the Transferred Patents and such registrations. This Assignment includes an assignment of all rights to (a) sue and recover damages for past and future infringement or misappropriation of Assignor's rights in the Transferred Patents, the registrations thereof or the dilution of the goodwill symbolized by or associated with the Transferred Patents or such registrations; and (b) to collect any income, royalties, proceeds, and payments arising after the Effective Date by virtue of the use of Assignor's rights to the Transferred Patents or any such infringement or misappropriation described in the preceding clause (a).
2. Further Assurances. Each Party hereto shall execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary in order to consummate or implement on a timely basis the transactions contemplated by this Assignment, including, but not limited to, the execution and delivery of any additional, separate documents and performance of other additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Transferred Patents.
3. Asset Purchase Agreement. This Assignment is being delivered pursuant to the Agreement and shall be construed consistently therewith. The Parties acknowledge and agree that all representations, warranties, covenants, and agreements by or from Assignor to or for the benefit of Assignee with respect to the Transferred Patents are set forth in the Agreement, and Assignor makes no additional representations, warranties, covenants, or agreements to or for the benefit of Assignee with respect to the Transferred Patents under this Assignment. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the Parties under, and the terms of, the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the Agreement shall control and govern. For the avoidance of doubt, any controversy or claim arising under this Assignment shall be governed solely by, and subject to the terms of, the Agreement.

4. Miscellaneous.

(a) This Assignment and all issues and questions concerning the construction, validity, interpretation and enforceability of this Assignment shall be governed by, and construed in accordance with, the Laws of the State of California, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of California.

(b) This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(c) The provisions of Section 7.02 (Jurisdiction) of the Agreement shall apply to this Assignment and such provisions are hereby incorporated by reference, *mutatis mutandis*, in this Assignment as if such provisions were fully set forth herein.

(d) This Assignment may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Assignment may be executed by facsimile, .pdf or other electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were the original signatures.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be executed by a duly authorized officer, as of the Effective Date.

DOMPÉ-FARMACEUTICI S.P.A.

By: Dr. Marcello Allegretti

Name: Dr. Marcello Allegretti

Title: CSO

Date: marzo 27, 2023

OTONOMY INC.

By: Paul Cayer

Name: Paul Cayer

Title: Chief Financial and Business Officer

Date: March 24, 2023

Annex A

Matter Number	Country	Status	Application #	Date Filed	Patent #	Grant Date	Ownership
128287-0020US01	USA	Pending	16/955,730	Dec 21, 2018			Solely owned
128287-0022AU01	Australia	Pending	2019207704	Jan 9, 2019			solely owned
128287-0022CA01	Canada	Pending	3,087,574	Jan 9, 2019			solely owned
128287-0022CN01	China	Being abandoned	201980018002.4	Jan 9, 2019			solely owned
128287-0022CN02	China	Pending	2022114426818	Jan 9, 2019			solely owned
128287-0022EP01	Europe	Pending	19738400.1	Jan 9, 2019			solely owned
128287-0022IL01	Israel	Pending	275780	Jan 9, 2019			solely owned
128287-0022IN01	India	Pending	202017033730	Jan 9, 2019			solely owned
128287-0022JP01	Japan	Pending	2020-536967	Jan 9, 2019			solely owned
128287-0022KR01	Korea	Pending	10-2020-7022974	Jan 9, 2019			solely owned
128287-0022PV01	U.S.	Expired	62/615,358	Jan 9, 2018			solely owned
128287-0022US01	U.S.	Pending	16/873,803	Jan 9, 2019			solely owned
128287-0022WO01	PCT	Completed	PCT/US2019/012941	Jan 9, 2019			solely owned
128287-0043EP01	Europe	Pending	21744775.4	Jan 22, 2021			solely owned
128287-0043PV01	U.S.	Expired	62/965,758	Jan 24, 2020			solely owned
128287-0043US01	U.S.	Pending	17/794,935	Jan 22, 2021			solely owned
128287-0043WO01	PCT	Completed	PCT/US2021/014781	Jan 22, 2021			solely owned
128287-0047PV01	U.S.	Expired	63/125,902	Dec 15, 2020			solely owned
128287-0047WO01	PCT	Pending	PCT/US2021/010053	Dec 15, 2021			solely owned
128287-0033AU05	Australia	Pending	2020230269	Apr 21, 2009			co- owned
128287-0033BR01	Brazil	Issued	PI 0910850-5	Apr 21, 2009	PI 0910850-5	Jun 14, 2022	co- owned
128287-0033CT02	U.S.	Issued	15/099,336	Apr 14, 2016	10751281	Aug 25, 2020	co- owned
128287-0033CT04	U.S.	Issued	16/389,213	Apr 19, 2019	11123285	Sep 21, 2021	co- owned

Matter Number	Country	Status	Application #	Date Filed	Patent #	Grant Date	Ownership
128287-0033CT06	U.S.	Pending	17/405,990	Aug 18, 2021			co- owned
128287-0033EP01	Europe	Pending	09734483.2	Apr 21, 2009			co- owned
128287-0033IL02	Israel	Issued	251768	Apr 21, 2009	251768	May 2, 2022	co- owned
128287-0033JP04	Japan	Issued	2017-076319	Apr 21, 2009	6544535	Jun 28, 2019	co- owned
128287-0033JP05	Japan	Pending	2019-044231	Apr 21, 2009			co- owned
128287-0033KR05	Korea	Issued	10-2020-7009042	Apr 21, 2009	10-2340754	Dec 14, 2021	co- owned

PATENT**RECORDED: 06/08/2023****REEL: 063901 FRAME: 0007**