

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8118874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CONFIRMATORY ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ELI LILLY AND COMPANY	08/15/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	YPSOMED AG
<b>Street Address:</b>	BRUNNMATTSTRASSE 6
<b>City:</b>	BURGDORF
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	3401
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16608054
Application Number:	62536541
Application Number:	62501976
Application Number:	16955191
Application Number:	62608834
Application Number:	16973498
Application Number:	62688742
Application Number:	17998209
Application Number:	63028899
Application Number:	17998215
Application Number:	63028964
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)340-8827
<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>	
<b>Phone:</b>	612-340-2600
<b>Email:</b>	IP.Docket@Dorsey.com
<b>Correspondent Name:</b>	DORSEY & WHITNEY LLP
<b>Address Line 1:</b>	50 SOUTH SIXTH STREET, SUITE 1500
<b>Address Line 2:</b>	INTELLECTUAL PROPERTY PRACTICE GROUP
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402-1498

<b>ATTORNEY DOCKET NUMBER:</b>	ELI TO YPSOMED
<b>NAME OF SUBMITTER:</b>	STEPHANIE PAGE
<b>SIGNATURE:</b>	/Stephanie Page/
<b>DATE SIGNED:</b>	08/17/2023
<b>Total Attachments: 4</b> source=Confirmatory assignment patents#page1.tif source=Confirmatory assignment patents#page2.tif source=Confirmatory assignment patents#page3.tif source=Confirmatory assignment patents#page4.tif	

## **CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS**

This Confirmatory Assignment of Patent Rights Agreement (this "Agreement") is made and entered into by and between Eli Lilly and Company, an Indiana corporation having a registered address at Lilly Corporate Center, Indianapolis, Indiana 46285 ("Assignor"), and Ypsomed AG, a Swiss company having a registered address at Brunnmattstrasse 6, 3401 Burgdorf, Switzerland ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the patents and applications listed on the attached Exhibit A (the "Patents");

WHEREAS, Assignor desires to sell, assign and transfer to Assignee, and Assignee desires to purchase and receive, the Patents;

WHEREAS, Assignor and Assignee have entered into an agreement on June 9, 2023 ("Intellectual Property Purchase Agreement") to effect selling, assigning and transferring the Patents;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in the Intellectual Property Purchase Agreement between Assignor and Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee confirm the following:

1. Confirmatory Assignment. Assignor hereby confirms that it has transferred, assigned, conveyed and delivered to Assignee all of Assignor's rights and interest in, to or related to the Patents on the Effective Time (as defined in the Intellectual Property Purchase Agreement between Assignor and Assignee), including any corresponding domestic applications (including provisional applications from which any of the Patents claim priority, original, non-provisional, divisional, continuation, and continuations-in-part, reexamination, or reissue patent or application), corresponding international applications filed under the PCT, corresponding foreign applications, all inventions disclosed in the above-mentioned Patents and applications, rights to claim priority to any of the above-mentioned Patents and applications, all letters patent or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention and all claims for damages by reason of past, present, or future infringement, or misappropriation of the foregoing, with the right to sue for and collect the same. Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office, and any foreign equivalent thereof, to issue all such letters patent or similar legal protection to the Assignee.

2. Further Assurances. Each party hereby covenants and agrees that it shall execute and deliver such deeds and other documents as may be required to implement any of the provisions of this Agreement. Assignee is responsible for recording this Agreement and any related deeds and other documents with the U.S. Patent and Trademark Office or any other government authorities.

3. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, United States of America. All disputes and controversies of every kind and nature between the parties hereto arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Indiana, United States of America. The U.S. courts shall apply the substantive and procedural laws of the United States.

4. Counterparts. This Agreement may be executed in multiple copies, each of which shall for all purposes constitute an agreement, binding on the parties, and each party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Assignment of Patent Rights Agreement effective as of the latest date indicated below.

ELI LILLY AND COMPANY

By: [Signature] XA

Name: Tonya L. Combs

Title: Sr. Vice President-Deputy General Patent Counsel

Date: August 15, 2023

YPSOMED AG

By: [Signature]

Name: Dr. Jürg Meier

Title: Head of Patents

Date: August 17, 2023

By: [Signature]

Name: Adrian Eich

Title: Patent Expert

Date: 16.08.2023

### **Exhibit A**

Patent Application entitled "CLOSED LOOP CONTROL OF PHYSIOLOGICAL GLUCOSE" filed as PCT Application No. PCT/US2018/030771 on May 3, 2018 ("the '771 Application"), including priority U.S. Provisional Application Nos. 62/501,976 and 62/536,541, and all present and future nationalizations, continuation applications, divisional applications, and issued patents claiming priority to the '771 Application.

Patent Application entitled "CLOSED LOOP CONTROL OF PHYSIOLOGICAL GLUCOSE" filed as PCT Application PCT/US2018/065619 on December 14, 2018 ("the '619 Application"), including priority U.S. Provisional Application No. 62/608,834, and all present and future nationalizations, continuation applications, divisional applications, and issued patents claiming priority to the '619 Application.

Patent Application entitled "INSULIN AND PRAMLINTIDE DELIVERY SYSTEMS, METHODS, AND DEVICES" filed as PCT Application PCT/US2019/038215 on June 20, 2019 ("the '215 Application"), including priority U.S. Provisional Application No. 62/688,742, and all present and future nationalizations, continuation applications, divisional applications, and issued patents claiming priority to the '215 Application.

Patent Application entitled "INSULIN DELIVERY SYSTEMS, METHODS, AND DEVICES" filed as PCT Application PCT/US2021/033293 on May 20, 2021 ("the '293 Application"), including priority U.S. Provisional Application No. 63/028,899, and all present and future nationalizations, continuation applications, divisional applications, and issued patents claiming priority to the '293 Application.

Patent Application entitled "TDD TRACKING APPROACHES FOR INSULIN DELIVERY SYSTEMS, METHODS, AND DEVICES" filed as PCT Application PCT/US2021/031216 on May 7, 2021 ("the '216 Application"), including priority U.S. Provisional Application No. 63/028,964, and all present and future nationalizations, continuation applications, divisional applications, and issued patents claiming priority to the '216 Application.