

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT8121166

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
PHARMALEADS SA	12/21/2022

RECEIVING PARTY DATA

Name:	KOS THERAPEUTICS, INC.
Street Address:	4208 SIX FORKS ROAD
Internal Address:	10TH FLOOR
City:	RALEIGH
State/Country:	NORTH CAROLINA
Postal Code:	27609

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	8247608
Patent Number:	8247609
Patent Number:	10399936
Application Number:	18132268
Patent Number:	8466309
Patent Number:	8703747
Patent Number:	10131681
Application Number:	17784533
Patent Number:	9388129
Application Number:	17625054
Patent Number:	11648231

CORRESPONDENCE DATA

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PATENT

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ATTORNEY DOCKET NUMBER:	33323/G1000/US
NAME OF SUBMITTER:	JENNIFER BURNETTE
SIGNATURE:	/Jennifer Burnette/
DATE SIGNED:	08/18/2023
Total Attachments: 8 source=Patent Assignment Agreement with Schedule (final)#page1.tif source=Patent Assignment Agreement with Schedule (final)#page2.tif source=Patent Assignment Agreement with Schedule (final)#page3.tif source=Patent Assignment Agreement with Schedule (final)#page4.tif source=Patent Assignment Agreement with Schedule (final)#page5.tif source=Patent Assignment Agreement with Schedule (final)#page6.tif source=Patent Assignment Agreement with Schedule (final)#page7.tif source=Patent Assignment Agreement with Schedule (final)#page8.tif	

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Patent Assignment"), dated as of December 21, 2022, is made by PHARMALEADS SA, a company organized under the laws of France, with its registered address at Paris BioPark, 11 rue Watt, 75013, Paris, France ("Transferor"), and KOS THERAPEUTICS, INC., a company organized under the laws of Delaware, with its registered address at 4208 Six Forks Road, 10th Floor, Raleigh, NC 276090, United States, with respect to the transfer of certain assets of Transferor pursuant to an IP Transfer Agreement, dated as of December 21, 2022 (the "IP Transfer Agreement").

WHEREAS, under the terms of the IP Transfer Agreement, Transferor has conveyed, transferred, and assigned to Transferee, among other assets, certain intellectual property of Transferor, and has agreed to execute and deliver this Patent Assignment, for recording with the patent offices in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers, and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title, and interest in and to the following (the "Assigned Patents") the patents and patent applications set forth in Schedule I hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents"), subject to the terms and conditions of the IP Transfer Agreement.

2. Recordation and Further Actions. Transferor hereby authorizes the officials of competent patent offices in any applicable jurisdictions to record and register this Patent Assignment upon request by Transferee. Following the date hereof, upon Transferee's reasonable request, and at Transferee's sole cost and expense, Transferor shall take such steps and actions, and provide such cooperation and assistance to Transferee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Transferee, or any assignee or successor thereto.

3. Terms of the IP Transfer Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the IP Transfer Agreement, to which reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the IP Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Transfer Agreement and the terms hereof, the terms of the IP Transfer Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other

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means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of Switzerland, without giving effect to any choice or conflict of law provisions.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Transferor has duly executed and delivered this Patent Assignment
as of the date first above written.

PHARMALEADS SA

By: 

Name: Dominique Bourvier
Title: Chief Executive Officer

KOS THERAPEUTICS, INC.

By: 

Name: Michael Jensen
Title: Chief Executive Officer

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Patent Assignment

LIST OF ASSIGNED PATENTS to be registered

Assigned Patents includes all patents and patent applications relating to or based upon DENKI® technology owned by Pharmaleads S.A. worldwide except the People's Republic of China, Hong Kong, Macau, and Taiwan, including but not limited to the following:

1- PL37-CoM (PRIMARY PATENT)

Country	Application number (patent/publication number)	Status	Expiration date
Australia	2006307938	Granted	24/10/2026
Brazil	PI0617918-5	Granted	24/10/2026
Canada	2,627,211	Granted	24/10/2026
Europe*	06807506.8 (EP1940818)	Granted	24/10/2026
France	0604030	Granted	05/05/2026
Israel	191069	Granted	24/10/2026
Japan	2008-537082 (JP5177889)	Granted	24/10/2026
Mexico	MX/a/2008/005303 (MX289764)	Granted	24/10/2026
South Africa	2008/03643	Granted	24/10/2026
USA	12/084.091 (US 8,247,608)	Granted	24/05/2029
	12/146,941 (US 8,247,609) CIP	Granted	10/03/2029

* EP patent currently in force in *BE, CH, DE, DK, ES, FR, GB, 1E, IT, LU, NL, SE*.

2- PL37- PROCESS PATENT

Country	Application number (patent/publication number)	Status	Expiration date
Australia	2016336891	Granted	14/10/2036
Brazil	BR112018007505-1	Granted	14/10/2036
Canada	3,016,962	Pending	
Europe*	16784446.3(3,362,433)	Granted	14/10/2036
India	201817017711	Granted	14/10/2036

Israel	258663	Granted	14/10/2036
Japan	2018-531946	Granted	
Mexico	MX/A/2018/004631	Granted	14/10/2036
South Africa	2018/03105	Granted	14/10/2036
South Korea	10-2018-7013628	Pending	
USA	15/767,966 (10,399,936)	Granted	14/10/2036

* EP patent currently in force in *BE, CH, DE, DK, ES, FR, GB, IE, IT, LU, NL, NO, SE*.

3- PL37-Application (treating/preventing trigeminal nerve-related pain)

Country	Application number (patent/publication number)	Status	Expiration date
Brazil	BR112020014845-8	Pending	
Canada	3,089,350	Pending	
Europe*	19701525.8 (3743059)	Granted	
France	1850630 (3077201)	Granted	26/01/2038
India	202017030984 (407730)	Granted	
Israel	276242	Pending	
Japan	2020-540547	Pending	
Mexico	MX/A/2020/007908	Granted	
South Africa	2020/04702	Granted	
South Korea	10-2020-7024410	Pending	
USA	16/964,779	Pending	
	18/132,268 (DIV)	Pending	

* EP patent currently in force in *BE, CH, DE, DK, ES, FR, GB, IE, IT, LU, NL, NO, SE*.

4- PL1047 CoM (PRIMARY PATENT)

Country	Application number (patent/publication number)	Status	Expiration date
Canada	2,722,840	Granted	13/05/2029
Europe*	09745768.3(EP2297095)	Granted	13/05/2029
Israel	209214	Granted	13/05/2029

Japan	2011-508908(JP5642664)	Granted	13/05/2029
USA	12/991,999 (US 8,466,309)	Granted	13/05/2029
South Africa	2010/08029	Granted	
	13/05/2029		

* EP patent currently in force in *BE, CH, DE, FR, GB, IT, NL*.

5- PL265 CoM (PRIMARY PATENT)

Country	Application number (patent/publication number)	Status	Expiration date
Brazil	PI0916811-7	Granted	22/07/2029
Canada	2,731,544	Granted	22/07/2029
Europe*	09780902.4 (EP 2326655)	Granted	22/07/2029
	14157306.3 (EP 2 740 736) (Div)	Granted	22/07/2029
France	0855015	Granted	23/07/2028
India	1288/DELNP/2011 (289274)	Granted	22/07/2029
Israel	210760	Granted	22/07/2029
Japan	2011-519156 (5607045)	Granted	22/07/2029
Mexico	MX/a/2011/000867(317977)	Granted	22/07/2029
USA	13/055,096(8,703,747)	Granted	18/06/2030
	14/182,611 (10,131,681) (CIP)	Granted	
South Africa	2011/01424	Granted	22/07/2029
South Korea	2011-7004013	Granted	22/07/2029

*EP patents are currently in force in *BE, CH, DE, DK, ES, FR, GB, IE, IT, LU, NL, NO SE*.

6- PL265- PROCESS PATENT

This patent family is currently under construction. So far, a French patent application n° 1914158 related to a new process for preparing **PL265** has been filed on December 11, 2019 and extended to the PCT on December 2020

Country	Application number (patent/publication number)	Status	Expiration date
France	1914158	Granted	11/12/2039

Brazil	BR112022009690-9	Pending	11/12/2040
Europe	20845174.0	Pending	
South Africa	2022/05454	Granted	
South Korea	10-2022-7022742	Pending	
USA	17/784,533	Pending	
India	202217038100	Pending	
Israel	293793	Pending	
Japon	2022-535660	Pending	
Mexico	MX/A/2022/007205	Pending	
Canada	3,157,968	Pending	

Z- Thioketonic derivatives CoM (PRIMARY PATENT)

- NEP Inhibitor

Country	Application number (patent/publication number)	Status	Expiration date
France	1260093	Granted	23/10/2032

- Mixed Inhibitors of APN and NEP

Country	Application number (patent/publication number)	Status	Expiration date
Canada	2,888,728	Granted	23/10/2033
Europe*	13783036.0 (EP 2 912 015)	Granted	23/10/2033
Israel	238406	Granted	23/10/2033
Japan	2015-538432(6402110)	Granted	23/10/2033
USA	14/437,979 (9,388,129)	Granted	23/10/2033

*EP patents are currently in force in *BE, CH, DE, DK, ES, FR, GB, IE, IT, LU, NL, NO SE*.

8- N-Formylhydroylamine derivatives CoM (PRIMARY PATENT)

The portfolio comprises, so far, a single patent family (PRIMARY PATENT) which is currently under construction. It comprises a French patent application n°1907537 which has been filed on July 5, 2019, an international application that have been filed on July 6, 2020, both claiming priority of this French patent application.

Country	Application number (patent/publication number)	Status	Expiration date
France	1907537	Granted	
Brazil	BR112021026774-3	Pending	
Europe	20750312.9 (3994122)	Pending	
South Africa	2022/00411	Pending	
South Korea	10-2022-7003759	Pending	
USA	17/625,054	Pending	
India	202217002320	Pending	
Israel	289517	Pending	
Japon	2022-500094	Pending	
Mexico	MX/a/2022/000269	Pending	
Canada	3,145,838	Pending	