

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8240235

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JUBILANT BIOSYS LIMITED	03/29/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JUBILANT EIPAD LLC
<b>Street Address:</b>	790 TOWNSHIP LINE ROAD
<b>Internal Address:</b>	SUITE 175
<b>City:</b>	YARDLEY
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19067
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16649597
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<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>	9497600404
<b>Email:</b>	efiling@knobbe.com
<b>Correspondent Name:</b>	KNOBBE, MARTENS, OLSON & BEAR, LLP
<b>Address Line 1:</b>	2040 MAIN STREET, 14TH FLOOR
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	LAKS010.001APC
<b>NAME OF SUBMITTER:</b>	V LAKSHMANAN
<b>SIGNATURE:</b>	/V Lakshmanan/
<b>DATE SIGNED:</b>	10/25/2023
<b>Total Attachments: 14</b>	
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Government of Karnataka

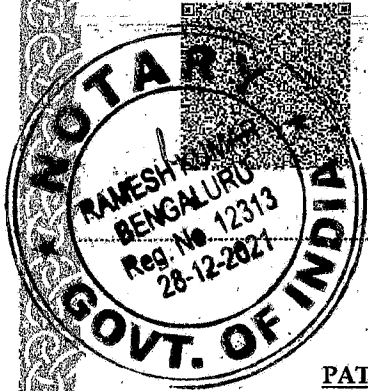
Rs. 100

e-Stamp

Certificate No.	IN-KA84631586919537R
Certificate Issued Date	29-Mar-2019 03:12 PM
Account Reference	NONACC (FI) kacrsf108/ BANGALORE1/ KA-BA
Unique Doc. Reference	SUBIN-KAKACRSFL0899926290144243R
Purchased by	JUBILANT BIOSYS LTD
Description of Document	Article 12 Bond
Description	AGREEMENT
Consideration Price (Rs.)	0 (Zero)
First Party	JUBILANT BIOSYS LTD
Second Party	JUBILANT EPIPAD LLC USA
Stamp Duty Paid By	JUBILANT BIOSYS LTD
Stamp Duty Amount (Rs.)	100 (One Hundred only)

**RAMESH KUMAR B.A.,LLB.**  
 Advocate & Notary (Govt. of India)  
 Office. Com. Residence,  
 Yogi Nivas, No: 117/1, 3rd Cross,  
 Maheshwari Nagar, T. Dasarahalli  
 Bangalore - 560 057

Authorised Signatory



Please write or type below this line

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**PATENT RIGHTS PURCHASE AND ASSIGNMENT AGREEMENT**

This PATENT RIGHTS PURCHASE AND ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of 29<sup>th</sup> day of March, 2019 (the "Effective Date"), by and between Jubilant Biosys Ltd., a company organized under the laws of India having its principal place of business at No. 96, Industrial Suburb, 2<sup>nd</sup> Stage, Yeshwantpur, Bangalore - 560022, ("Seller"), and Jubilant Epipad LLC, a Delaware LLC, having its place of business at 790 Township Line Road, Suite 175, Yardley, PA 19067, USA ("Buyer") (each of Seller and Buyer a "Party", collectively, "Parties").

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**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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WHEREAS, Seller is sole owner of, and has the right to assign, the Assigned Patent Rights, as defined below;

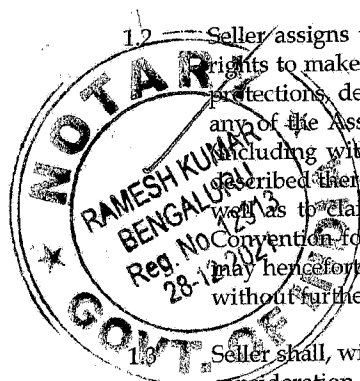
WHEREAS, Buyer desires to acquire the entire and exclusive right, title, and interest in and to the Assigned Patent Rights in the United States and throughout the world, subject to the preexisting licenses, ; and

WHEREAS, Seller is willing to assign to Buyer all right, title, and interest in and to the Assigned Patent Rights in the United States and throughout the world pursuant to the terms set forth below.

Now therefore, in consideration of the premises and covenants herein contained, Buyer and Seller agree as follows:

**Section 1. Assignment**

1.1 Seller hereby irrevocably assigns, sells, grants, transfers and conveys and agrees to assign, sell, grant, transfer, and convey to Buyer, and Buyer hereby accepts and receives, all right, title, and interest throughout the world in and to: (a) the issued patents and pending patent applications identified on Schedule 1 to Exhibit A attached hereto and any issued patent or patent application that directly or indirectly claims or is amended to claim priority to any of the above, in whole or in part (the "Listed Patents"); (b) to the extent not included in (a), all issued patents, rights to inventions disclosed in the Listed Patents, and pending and future applications for patents under U.S. law or regulation or of any foreign country with respect to the patentable inventions disclosed in such Listed Patents, including without limitation utility patents, utility models, design patents, invention certificates, provisionals, continuations, divisionals, continuations-in-part, reexaminations, reissues, extensions and renewals, in all countries of the world, as well as any patents and patent applications to which any of the Listed Patents or the foregoing directly or indirectly claim priority, in whole or in part (subcategories (a) and (b) collectively, the "Assigned Patents"); (c) all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under or on account of the Assigned Patents, including without limitation all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current and future infringement; and (d) all rights to collect royalties or other payments under or on account of the Assigned Patents and any of the foregoing subcategory (c) (subcategories (a), (b), (c) and (d), collectively, the "Assigned Patent Rights"), in accordance with the Assignment attached as Exhibit A hereto (the "Assignment").



1.2 Seller assigns to Buyer all rights of cooperation assigned or granted by any third party and all rights to make applications for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type for any of the Assigned Patent Rights or other forms of protection for the Assigned Patent Rights including without limitation the underlying inventions, invention disclosures, and discoveries described therein) throughout the world, and empowers Buyer to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, including the right to invoke and claim such right of priority without further written or oral authorization.

1.3 Seller shall, without charge to Buyer but at Seller's expense, both before and after payment of the consideration specified in Section 2.1 below, execute, verify, acknowledge, have authenticated and deliver all such further documents, including instruments of transfer and assignment papers, that Buyer may reasonably require to implement the assignments in Sections 1.1 and 1.2 above or

ds  
V.s  
*[Signature]*  
**RAMESH KUMAR** B.A., LL.B.,  
Advocate & Notary (Govt. of India)  
Office. **Com. Residence,**  
Yogi Nivas, No: 117/1, 3rd Cross,  
Maheswari Nagar, T. Desarayalli  
Bangalore - 560 097

*[Signature]*  
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the Assignment as needed to vest title to the Assigned Patent Rights in Buyer. Buyer will make its best efforts to seek all such documents from Seller in one go within thirty (30) days of the Effective Date, and not continue to send repeated or multiple requests for additional documents. Within thirty (30) business days following Buyer's receipt of an executed patent assignment in the form attached hereto as Exhibit A, and prior to any assertion of the Assigned Patent Rights, Buyer will record such patent assignment with the United States Patent and Trademark Office (the "PTO").

- 1.4 Seller agrees to cooperate with Buyer after the Effective Date (a) to provide any files and documents in Seller's possession or control relating to the Assigned Patent Rights (other than privileged documents or materials), and (b) at Buyer's expense (provided such expenses are reasonable and preapproved in writing by Buyer, such approval not to be unreasonably withheld or delayed) to provide such assistance as Buyer lawfully and reasonably may request to obtain, maintain, defend, or enforce letters patent for the Assigned Patents or inventions disclosed therein in any and all countries, as necessary for fully obtaining, maintaining, or defending letters patents for the Assigned Patent Rights, or conveying to Buyer the benefit of the transactions contemplated hereby. Without Buyer's prior written consent, Seller will not (and will not aid or assist any third party to) challenge the validity or enforceability of the Assigned Patent Rights or engage in any analysis regarding infringement or noninfringement of the Assigned Patent Rights, except to the extent compelled by a court of law, the PTO, or any other tribunal of competent jurisdiction.
- 1.5 While Seller believes, based on expert advice received by it, that there is a fair chance of receiving grant/registration of the Listed Patents from PTO, and/or any non-U.S. patent offices, the grant of the same is not within its control and it shall be incumbent upon Buyer to diligently pursue the Listed Patents to their grant. It is for the Buyer to assess the Listed Patents, and Buyer has already satisfied itself. Accordingly, in the event the grant is denied by the PTO, and/or any non-U.S. patent offices, then Seller would neither be held responsible for such failure, nor be required to return the consideration to Buyer.

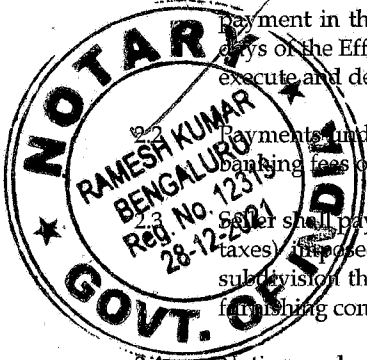
**Section 2. Payment and Communication**

2.1 As consideration for the assignment of the Assigned Patent Rights, Buyer shall deliver to Seller payment in the amount of US Dollar equivalent of Rs. 114,100,000 within thirty (30) calendar days of the Effective Date. Simultaneously with Buyer's delivery of payment to Seller, Seller shall execute and deliver to Buyer the Assignment.

2.2 Payments under this Agreement shall be made via wire transfer, without deduction of taxes or banking fees of any kind, per wire account information to be provided by Seller.

2.3 Seller shall pay all taxes (including without limitation, any income taxes or sales and value added taxes) imposed on Seller by the national government, and any state, local or other political subdivision thereof, of any country in which Seller is subject to taxation, as the result of Buyer's furnishing consideration hereunder.

2.4 Notices and other communications relevant to this Agreement or to any of the Assigned Patent Rights shall be sent by electronic mail or by registered or certified mail to the following address, or to such other address as may be given by notice hereafter, and shall be effective upon sending, if sent by electronic mail, as proven by electronic date stamp, or upon receipt if sent by registered or certified mail, as proven by a post office delivery receipt:



DS  
VsS  
*[Handwritten Signature]*

**RAMESH KUMAR B.A., LL.B.**  
Advocate & Notary (Govt. of India)  
Office. Com. Residence,  
Nivas, No: 117/1, 3rd Cross,  
Nagar, T. Dasarahalli,  
Bangalore - 560 057

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For Seller:

**Ravi Syam Madhira**  
**Legal Department**  
Jubilant Biosys Ltd., no.96, Industrial Suburb,  
2<sup>nd</sup> Stage, Industrial Area, Yeshwantpur,  
Bangalore, 560022, India

For Buyer:

**Rajiv Tyagi**  
**Jubilant EpiPad LLC,**  
790 Township Line Road,  
Suite 175, Yardley, PA 19067, USA

**Section 3. Representations, Warranties and Covenants**

3.1 Corporate Authority. Seller represents and warrants to Buyer that:

- (a) it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement; and
- (b) such Agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms.

3.2 Patent Prosecution. Seller represents and warrants to Buyer that to the knowledge of Seller, neither the inventors of the Assigned Patents nor their counsel:

- (a) intentionally failed to disclose any material, non-cumulative prior art references to the PTO or any foreign patent offices requiring such disclosure in connection with the prosecution of any Assigned Patents;
- (b) made any material misstatements or misrepresentations to the PTO or any foreign patent offices in connection with the prosecution of any of the Assigned Patents; or
- (c) engaged in any act or omission inconsistent with the duty of candor to the PTO.

3.3 Other Matters. Seller represents and warrants to Buyer that, to the knowledge of Seller:

- (a) Seller has good and marketable title to the Assigned Patent Rights (including without limitation all right, title, and interest in the Assigned Patent Rights and the exclusive right to sue for past, present and future infringements thereof);
- (b) Seller has the full right and power to assign all Assigned Patent Rights and the underlying inventions as set forth above;
- (c) None of the Assigned Patent Rights are subject to any licenses, covenants not to sue, liens, security interests, or other encumbrances;



DS  
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**RAMESH KUMAR B.A., LL.B.**  
Advocate & Notary (Govt. of India)  
Office. Com. Residence,  
Nivas, No: 117/1, 3rd Cross,  
Sri Nagar, T. Dasarahalli,  
560 067

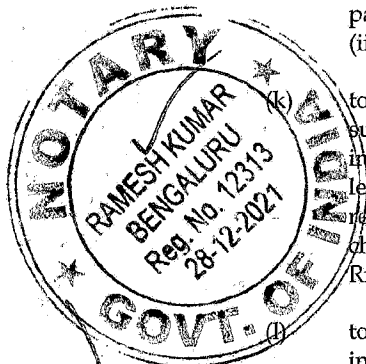
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- (d) all applications for the Assigned Patents to the best of its knowledge were or have been duly maintained in accordance with the requirements of the PTO and any foreign patent offices, except for the patents that have been abandoned, as shown in Schedule 1 of Exhibit A;
- (e) the inventions and discoveries described in the Assigned Patents were to the best of its knowledge made solely by the inventor(s) named in the Assigned Patents, without misappropriation of any trade secrets, confidential information, or other rights of any person, and no other party has any rights with respect to any such inventions or to the Assigned Patents;
- (f) as of the Effective Date, Seller has not intentionally withheld any prior art that must be or should have been disclosed to any governmental office in which a given patent application has been filed (based on relevant disclosure obligations);
- (g) to its knowledge, all maintenance fees, annuities and other payments owed to the PTO or any foreign patent office in connection with the non-abandoned Assigned Patents are current as of the Effective Date;
- (h) Seller has not entered and shall not enter into any agreement that would materially impair or conflict with its obligations hereunder, and this Agreement will not result in a breach of any agreement to which Seller is bound;
- (i) there has been no previous sale, transfer, assignment or other grant of rights under the Assigned Patent Rights or any other agreement by Seller that affects, in any manner, title to, or Buyer's enjoyment of, the Assigned Patent Rights or the underlying inventions, including without limitation an assignment of full or partial rights in or to one or more of the Assigned Patent Rights, a license, immunity, government grant, submission or identification to any standards setting body, covenant not to sue, or any other restriction on the rights relating to one or more of the Assigned Patent Rights (collectively, "Encumbrances"), or a commitment, obligation, right, or option to grant or obtain an Encumbrance;
- (j) to its knowledge, none of the Assigned Patent Rights has been asserted against any third party, in a licensing or other context, in a manner in which the third party (i) has been accused of infringing one or more of the Assigned Patents or (ii) has standing to bring a declaratory judgment action;

to its knowledge, none of the Assigned Patent Rights have been, or are, the subject of any threatened, pending or past litigation, ex parte reexamination initiated by a third party, reissue or interference proceeding, other inter partes legal proceedings, including inter partes reexam, inter partes review, post grant review, or covered business method review, or any other legal proceeding challenging the validity, enforceability, or ownership of the Assigned Patent Rights before any tribunal of competent jurisdiction;

to its knowledge, there is no pending or threatened claim that the practice of the inventions described in the Assigned Patent Rights infringes any patents or patent applications of any third party; and



*Ramesh Kumar*

**RAMESH KUMAR B.A.,LLB.**  
Advocate & Notary (Govt. of India)  
Office. Com. Residence,  
Yogi Nivas, No: 117/1, 3rd Cross  
Maheswari Nagar, T. Dasarahalli  
Bangalore - 560 057

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- (m) to its knowledge, apart from any reexamination or reissue applications, no patent claim in the Assigned Patents has been found to be invalid or unenforceable, in whole or in part, for any reason, in any administrative, arbitration, or judicial proceeding before a tribunal of competent jurisdiction, and Seller has not received notice from any third party threatening the filing of any such proceeding.

3.4 Buyer. Buyer represents and warrants to Seller that:

- (a) it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement; and
- (b) such Agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.
- (c) After the Effective Date, it alone shall be responsible for pursuing the Listed Patents before the PTO, and any non-U.S. patent offices for the Assigned Patents, to their grant.

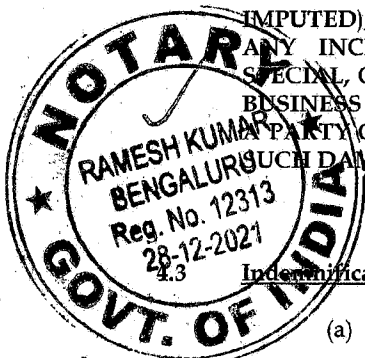
**Section 4. Disclaimers, Limitations and Indemnification**

4.1 Disclaimers. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3 ABOVE, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY OR REPRESENTATION THAT THE ASSIGNED PATENTS ARE VALID.

4.2 Limitations. EXCEPT IN THE EVENT OF SELLER'S INTENTIONAL MISREPRESENTATION OR IN CONNECTION WITH SECTION 4.3 BELOW, NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE, OR IMPUTED), REPRESENTATION, STRICT LIABILITY, OR PRODUCT LIABILITY), FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR LOSS OF REVENUE, PROFIT, SAVINGS, OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF ANY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

- (a) Subject to exclusion in Section 4.1 and Section 4.2 above, Seller shall defend, indemnify and hold harmless Buyer and its affiliates, and their respective directors, officers, agents and employees (collectively the "Indemnified Parties") from and against any and all claims, losses, costs, expenses, damages or other liabilities (including reasonable attorneys' fees), arising out of, relating to, or



**RAMESH KUMAR B.A.,LL.B.,**  
 Advocate & Notary (Govt. of India)  
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 Bangalore - 560 057

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based upon any breach of Seller's representations and warranties in Section 3.3(a) or (b).

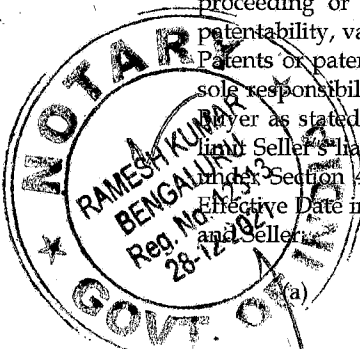
- (b) In addition to any other remedies available to Buyer, in the event any of the Indemnified Parties has a claim for indemnification under Section 4.3(a), Buyer shall promptly notify Seller in writing of the claim, action, suit, proceeding or other circumstances giving rise to the claim for indemnification (collectively, the "Underlying Claim"); provided, however, that the failure to give such notice shall release Seller of its indemnification obligations only to the extent that Seller is prejudiced by such failure. Upon receipt of notice of an Underlying Claim, Seller may, by written notice to Buyer delivered within thirty (30) business days following receipt of notice of the Underlying Claim, assume the sole defense and control of any third-party claim with Seller's own counsel and at its own expense, but Seller shall allow the applicable Indemnified Parties a reasonable opportunity to participate in the defense of such third-party claim with the Indemnified Parties' own counsel and at their expense. The Indemnified Parties may take any actions reasonably necessary to defend such third-party claim prior to the time that they receive a notice as contemplated by the preceding sentence. Seller shall not settle any such claim other than for the payment of money without the prior written consent of the applicable Indemnified Parties, which consent shall not be unreasonably withheld or delayed. Buyer will provide Seller, at Seller's expense, with such assistance, information and authority reasonably required for the defense and settlement of any Underlying Claim. Seller's total liability under this Section 4.3 shall be limited to amounts received by Seller under this Agreement.

**Section 5. Miscellaneous**

5.1 As between Buyer and Seller, after the Effective Date, Buyer, shall be responsible for paying all maintenance fees, annuities, and the like due or payable in the PTO and any non-U.S. patent offices for the Assigned Patents. Buyer acknowledges and agrees that it shall be solely responsible for recording in the PTO and, at its discretion, in any non-U.S. patent offices the assignment of the Assigned Patents from Seller to Buyer as provided in Section 1.3, and that Buyer shall bear all expenses relating to such recordation.

5.2 As between Buyer and Seller, Buyer, as the acquirer of all right, title, and interest in each of the Assigned Patents and related rights, has sole discretion whether or not to institute any action or suit against third parties for infringement (including without limitation past, present and future infringement) of, or any other proceeding related to, any of the Assigned Patents or patents derived from rights assigned under this Agreement or to defend any action or suit, inter partes proceeding or other proceeding brought by a third party that challenges or concerns the patentability, validity, enforceability, priority, title, scope, or applicability of any of the Assigned Patents or patents or applications derived from rights assigned under this Agreement. Seller's sole responsibility or duty in connection with such an action or suit shall be to cooperate with Buyer as stated in Sections 1.3 and 1.5 above; provided that the foregoing will not in any way limit Seller's liability in the event of a breach by Seller of Section 3 above or Seller's obligations under Section 4.3 above. If any such action or suit is brought by or against Buyer after the Effective Date involving or relating to any or all of the Assigned Patent Rights, as between Buyer and Seller,

(a) Buyer, and not Seller, shall solely be responsible for defending against any claim, counterclaim, or contention by or on behalf of an opposing litigant that Buyer



DS  
V/S  
16/5/2019

**RAMESH KUMAR** B.A., LL.B.  
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1st Stage, 1st Cross,  
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Bangalore - 560 057

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lacks standing or that any or all of the Assigned Patent Rights are invalid, unenforceable, inapplicable, or lack priority, at Buyer's own expense, regardless of whether or not any opponent includes contentions of fact or law that, if true or correct, would be inconsistent with any of Seller's representations and warranties in Section 3 above; and

(b) Buyer, and not Seller, shall retain all proceeds derived from or on account of the action or suit, or other proceeding, including any money or other benefits received through any judgment or settlement.

5.3 This Agreement shall not be binding upon the Parties until it has been signed herein below and delivered by or on behalf of each Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid.

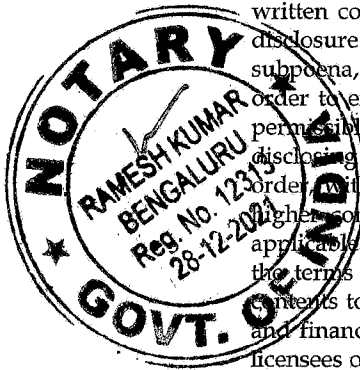
5.4 If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties.

5.5 This Agreement, including its formation, shall be governed by and construed, and the legal relations between the Parties hereto shall be determined, in accordance with the law of the State of New York, United States of America, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof. As part of the consideration received hereunder, each of the Parties hereby consents to the exclusive jurisdiction of any New York State or Federal court over any suit, action or proceeding arising out of or relating to this Agreement.

5.6 Prior to making any payment under Section 2 of this Agreement, Buyer shall have received an IRS Form W-8BEN-E from Seller.

5.7 The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

5.8 Neither Party shall disclose the terms of this Agreement to any third party, without the prior written consent of the other Party. This obligation is subject to the following exceptions: (a) disclosure is permissible if required by government or court order, discovery request or subpoena, provided: (i) that the disclosing Party first gives the other Party prior written notice in order to enable that Party to seek a protective order (or other equivalent protection) and such permissible disclosure is limited to the terms legally required to be disclosed, and (ii) the disclosing Party makes reasonable attempts to make any such disclosure subject to protective order with such permissible disclosure protected under an "Outside Attorneys Eyes Only" or higher confidentiality designation; (b) disclosure is permissible if otherwise required by any applicable securities exchange rules or regulations, and such permissible disclosure is limited to the terms legally required to be disclosed; (c) each Party may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, and financial advisors; (d) Buyer may disclose this Agreement or its contents to any potential licensees or assignees of the Assigned Patents and Assigned Patent Rights, provided that all such potential licensees or assignees agree to terms of confidentiality substantially similar to those set forth in this Section; (e) Buyer may disclose this Agreement or its contents in order to perfect Buyer's interest in the Assigned Patent Rights with any governmental patent office, or to enforce



DS  
V.S.  
RAMESH KUMAR  
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Office. Com. Residence,  
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Maheswari Nagar, T. Devarahalli,  
Bangalore - 560 057.

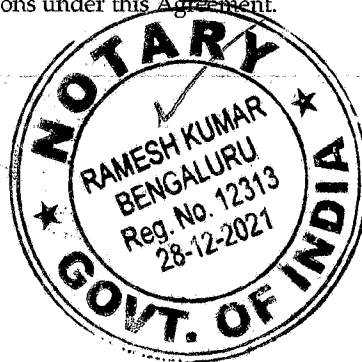
*[Signature]*  
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Original / Certified / Notarised  
PATENT  
REEL: 065340 FRAME: 0708

**CONFIDENTIAL**

Buyer's right, title and interest in and to the Assigned Patent Rights; and (f) the Parties may disclose information related to the tax treatment or tax structure of the transaction to the relevant tax authorities.

- 5.9 This Agreement, including the exhibits and schedules attached hereto, embodies the entire understanding of and agreement between the Parties with respect to the Assigned Patent Rights and merges and supersedes all prior agreements, understandings, negotiations, and discussions between the Parties. Neither Party shall be bound by any condition, definition, warranty, understanding, or representation with respect to the subject matter hereof other than as expressly provided herein.
- 5.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.
- 5.11 Nothing contained herein, or done in pursuance of this Agreement, will constitute the Parties entering into a joint venture, partnership, or franchise or will constitute either Party hereto being the agent for the other Party for any purpose or in any sense whatsoever, except as otherwise explicitly set forth in Section 1.4.
- 5.12 Neither Party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.
- 5.13 Seller acknowledges and agrees that damages alone would be insufficient to compensate Buyer for a breach by Seller of this Agreement, and that irreparable harm would result from a breach of this Agreement. Seller hereby consents to the entering of an order for injunctive relief to prevent a breach or further breach, and the entering of an order for specific performance to compel performance of any obligations under this Agreement.

DS  
V/S



**RAMESH KUMAR** B.A., L.L.B.  
Advocate & Notary, Govt. of India  
Office. Com. Residence,  
Yogi Nivas, No: 117/1, 3rd Cross,  
Maheswari Nagar, T. Dasarahalli  
Bangalore - 560 057

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**CONFIDENTIAL**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Date. The individuals signing for the Parties represent and warrant that he or she has authority to sign for and enter into this Agreement on behalf of the respective Parties.

**SELLER:**

**BUYER:**

Jubilant Biosys Ltd.

Jubilant Epipad LLC

DocuSigned by:  
By: Dr. Vikas Shirsath  
0A4DE880704646E

By: Rajiv Tyagi

Name: Vikas S Shirsath

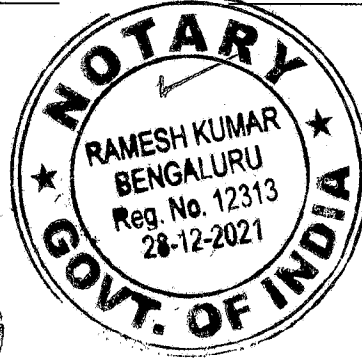
Name: Rajiv Tyagi

Title: Managing Director

Title: Authorized Signatory

Date: 29 March, 2019

Date: 29 March, 2019



Ramesh Kumar  
16/5/2019

**RAMESH KUMAR** B.A.,LLB.,  
Advocate & Notary (Govt. of India)  
Office. Com. Residence,  
Yogi Nivas, No: 117/1, 3rd Cross  
Maheswari Nagar, T. Dasarahalli  
Bangalore - 560 057.

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Document Produced before me.**

EXHIBIT A

Patent Assignment

This patent assignment ("Assignment") is entered into as of **29 March, 2019** (the "Effective Date"), **Jubilant Biosys Ltd.**, a company organized under the laws of India having its principal place of business at No. 96, Industrial Suburb, 2<sup>nd</sup> Stage, Yeshwantpur, Bangalore - 560022 ("Seller"), and **Jubilant Epipad LLC**, a Delaware LLC, having its place of business at 790 Township Line Road, Suite 175, Yardley, PA 19067, USA ("Buyer").

For good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby irrevocably assigns, sells, grants, transfers and conveys and agrees to assign, sell, grant, transfer, and convey to Buyer, and Buyer hereby accepts and receives, all right, title, and interest throughout the world in and to:

- (a) the issued patents and pending patent applications identified on Schedule 1 attached hereto and any issued patent or patent application that directly or indirectly claims or is amended to claim priority to any of the above, in whole or in part (the "Listed Patents");
- (b) to the extent not included in (a), all issued patents, rights to inventions disclosed in the Listed Patents, and pending and future applications for patents under U.S. law or regulation or of any foreign country with respect to the patentable inventions disclosed in such Listed Patents, including without limitation utility patents, utility models, design patents, invention certificates, provisionals, continuations, divisionals, continuations-in-part, reexaminations, reissues, extensions and renewals, in all countries of the world, as well as any patents and patent applications to which any of the Listed Patents or any of the foregoing directly or indirectly claim priority, in whole or in part (subcategories (a) and (b) collectively, the "Assigned Patents");
- (c) all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under or on account of the Listed Patents, including without limitation all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current and future infringement; and
- (d) all rights to collect royalties or other payments under or on account of the Assigned Patents and the foregoing subcategory (c).

The terms and conditions of this Assignment will inure to the benefit of Buyer, its successors, assigns, and other legal representatives and will be binding upon Seller, its successors, assigns, and other legal representatives.

DS  
V4S

Advoca. Govt. of  
Office. Residence,  
Yogi Nivas, No: 117/1, 2<sup>nd</sup> Cros.  
Maheswari Nagar, Banashanali  
Bangalore - 560 057.

16/5/2019



*[Handwritten Signature]*

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date. The individuals signing for the parties represent and warrant that he or she has authority to sign for and enter into this Assignment on behalf of the respective parties.

**SELLER:**

**Jubilant Biosys Ltd.**

DocuSigned by:  
*Dr. Vikas Shirsath*  
By: \_\_\_\_\_  
9A4DE889794646E...

Name: Vikas S Shirsath

Title: Managing Director

Date: 29 March, 2019

**BUYER:**

**Jubilant Epipad LLC**

By: \_\_\_\_\_  
*Rajiv Tyagi*

Name: Rajiv Tyagi

Title: Authorized Signatory

Date: 29 March, 2019



*16/5/2019*  
**RAMESH KUMAR**  
Advocate & Notary  
Office. Com. Res. ...  
... Nivas, No: 117/1, 3rd Cross,  
... eswari Nagar, T. Dasarahalli.  
Bangalore - 560 057.

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SCHEDULE 1

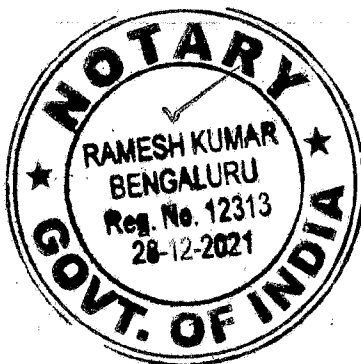
PATENTS AND PATENT APPLICATIONS

Fam ily	Patent/ Pub. No.	App.No.	Cou ntry	Title	Status	File Date	Issue/ Pub. Date
PAD4	Not Published	PCT/IN2018/05 0614	PCT	HETEROCYCLIC COMPOUNDS AS PAD INHIBITORS	-	20-Sep-2018	Not Published
PAD4	Not Published	PCT/IN2018/05 0671	PCT	IMIDAZO-PYRIDINE COMPOUNDS AS PAD INHIBITORS	-	16-oct-2018	Not Published

DS  
V2S

16/11/2019  
**RAMESH KUMAR**  
 Advocate  
 Office: ... (Govt. of ...)  
 Yogi Nivas, No: 117/1, 3rd Cro.  
 Maheswari Nagar, T. Dasarahalli,  
 Bangalore - 560 057.

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