508351524 01/24/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8398711

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AMAG PHARMACEUTICALS, INC.	07/24/2020

RECEIVING PARTY DATA

Name:	PALATIN TECHNOLOGIES, INC.	
Street Address:	eet Address: 4B CEDAR BROOK DRIVE	
City:	CRANBURY	
State/Country:	NEW JERSEY	
Postal Code:	08512	

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	17154593
Application Number:	18158712

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4122974900

Email: ippatent.dcg@dentons.com

Correspondent Name: ANGELA HEUKESHOVEN DENTONS COHEN & GRIGSBY

Address Line 1: 625 LIBERTY AVENUE

Address Line 4: PITTSBURGH, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	PT24-003 CON
NAME OF SUBMITTER:	ANGELA HEUKESHOVEN
SIGNATURE:	/Angela Heukeshoven/
DATE SIGNED:	01/24/2024

Total Attachments: 5

source=18158712_AMAG to Palatin Assignment_executed#page1.tif source=18158712_AMAG to Palatin Assignment_executed#page2.tif source=18158712_AMAG to Palatin Assignment_executed#page3.tif source=18158712_AMAG to Palatin Assignment_executed#page4.tif source=18158712_AMAG to Palatin Assignment_executed#page5.tif

PATENT REEL: 066225 FRAME: 0690

508351524

PATENT RIGHTS ASSIGNMENT AGREEMENT

This Patent Rights Assignment Agreement (this "<u>Assignment</u>") is made effective this 24th day of July, 2020, by and between AMAG Pharmaceuticals, Inc., a corporation organized and existing under the laws of Delaware ("<u>Assignor</u>"), and Palatin Technologies, Inc., a corporation organized and existing under the laws of Delaware ("<u>Assignee</u>").

Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Termination Agreement (as defined below).

WHEREAS, Assignor possesses certain rights, title, and interest in and to the patent application set forth on Exhibit A attached hereto and incorporated herein by reference, and any application or applications claiming priority therefrom, and any application or applications to which such patents and patent applications claims priority, and any non-provisionals, divisions or continuations thereof, and the inventions therein disclosed, and any improvements thereon, and any and all Letters Patent of the United States and of countries foreign thereto that may be issued thereon or therefor including any continuation, division, renewal, substitute, reissue or extension therefor or legal equivalent thereof, and all associated inventions (collectively, the "Patent Rights");

WHEREAS, Assignor and Assignee have entered into that certain Termination Agreement, dated July 24, 2020 (the "<u>Termination Agreement</u>"), pursuant to which Assignor expects to transfer, assign, convey and deliver the Transferred Assets, including the Patent Rights, to Assignee upon the terms and subject to the conditions set forth in the Termination Agreement;

WHEREAS, Assignor now wishes to assign the entire rights, title, and interest in and to the Patent Rights to Assignee, and Assignee desires to assume and accept the entire rights, title, and interest in and to the Patent Rights from Assignor; and

WHEREAS, in connection with the execution and delivery of the Termination Agreement, the Assignor and the Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the premises set forth above and in the Termination Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby transfer, assign, convey and deliver unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and to the Patent Rights; the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this Assignment not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent Rights, with the right to sue for and collect the same in Assignee's own name.

Assignor does hereby authorize the empowered officials of all governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

ACTIVE/103986632.6

PATENT REEL: 066225 FRAME: 0691 Assignor does hereby further authorize and request the empowered officials of all governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

It is understood that this Assignment does not effect any transfer of any right, title or interest in any invention, patent application therefor, or patent therefore, throughout the world, other than in the Patent Rights.

Each of the parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the parties under the Termination Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment, and, to the extent there shall arise a conflict between any term or condition of this Assignment and any term or condition of the Termination Agreement, the applicable term or condition of the Termination Agreement shall control.

Assignor shall take, and shall cause its employees and independent contractors to take, all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

This Assignment shall be treated as an Ancillary Agreement (as defined under the Termination Agreement) and shall be subject to all applicable provisions of Section 9 (Confidentiality) and Section 10 (Miscellaneous) of the Termination Agreement, and such provisions are incorporated herein and shall apply to this Assignment *mutatis mutandis* as if set forth herein.

Assignor represents and warrants that (i) Assignor is the sole and exclusive owner of the entire rights, title and interest in and to the Patent Rights (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances of any kind, (ii) Assignor has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein, and (iii) Assignor has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Notwithstanding anything to the contrary herein, following the Termination Agreement Date, Assignor and Assignee may assign or transfer this Assignment, or any of its rights or obligations hereunder, to its respective Affiliate without the consent of, notice to, or any other action by or on behalf of, any person.

[Remainder of page intentionally left blank]

ACTIVE/103986632.6

PATENT REEL: 066225 FRAME: 0692 IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:	AMAG PHARMACEUTICALS, INC.
By:	
Name:	Scott Myers
Title:	President and Chief Executive Officer
ASSIGNEE:	PALATIN TECHNOLOGIES, INC.
By:	
Name:	
Title:	

[Signature Page to Patent Rights Assignment]

IN WITNESS WHEREOF, Assignor and Assignce have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

By:

Name:

Scott Myers

Title:

President and Chief Executive Officer

ASSIGNEE:

PALATIN TECHNOLOGIES, INC.

By:

Name:

Title:

J STEPHEN T. WILLS GEO, COPIEUP

Exhibit A

PATENT RIGHTS

•	U.S. Provisional Patent Application No. 62/963,719 entitled USE OF BREMELANOTIDE IN
	PATIENTS WITH CONTROLLED HYPERTENSION

ACTIVE/103986632.6

RECORDED: 01/24/2024

PATENT REEL: 066225 FRAME: 0695