

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI37306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
David Christian Hanley	11/19/2020
Frank Yocca	11/19/2020
Chetan Dalpatbhai Lathia	11/19/2020
Lavanya Rajachandran	11/19/2020
Robert Risinger	11/19/2020
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	BioXcel Therapeutics, Inc.
<b>Street Address:</b>	555 Long Wharf Drive 12th Floor
<b>City:</b>	New Haven
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06511
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	18430003
<b>Application Number:</b>	18443689
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2028427899
<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>	
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<b>Address Line 2:</b>	1299 Pennsylvania Ave NW Suite 700
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004-2400
<b>ATTORNEY DOCKET NUMBER:</b>	BXTI-039/04US/05US
<b>NAME OF SUBMITTER:</b>	Devin Coulter
<b>SIGNATURE:</b>	Devin Coulter
<b>DATE SIGNED:</b>	02/26/2024

**Total Attachments: 9**

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## ASSIGNMENT

**David Christian HANLEY, Frank YOCCA, Chetan Dalpatbhai LATHIA, Lavanya RAJACHANDRAN and Robert RISINGER** having a mailing address of c/o BioXcel Therapeutics, Inc., 555 Long Wharf Drive, New Haven, CT 06511 (each referred to as "Assignor"), have made an invention(s) (the Invention(s)) set forth in an application for patent of the United States, entitled "**NON-SEDATING DEXMEDETOMIDINE TREATMENT REGIMENS**", and which is a:

- (1)  provisional application  
(a)  to be filed herewith; or  
(b)  bearing Application No. , and filed on ;
- (2)  non-provisional application  
(a)  to be filed herewith; or  
(b)  bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_; and/or
- (3)  PCT application  
(a)  to be filed herewith; or  
(b)  bearing Application No. PCT/US2020/042618, and filed on July 17, 2020.

**WHEREAS, BioXcel Therapeutics, Inc.** a corporation having its principal place of business at 555 Long Wharf Drive, New Haven, CT 06511, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE,** for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

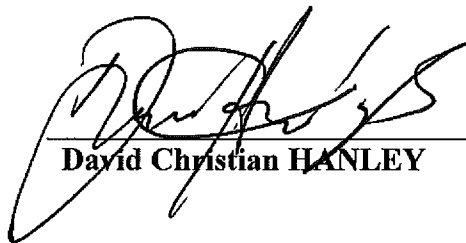
The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

19 Nov 2020  
Date

  
\_\_\_\_\_  
David Christian HANLEY

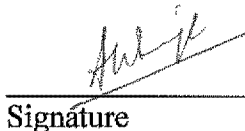
**Witness:**

  
\_\_\_\_\_  
Signature

11/19/20  
Date

Keri Diao  
\_\_\_\_\_  
Printed name

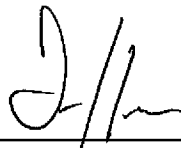
**Witness:**

  
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Signature

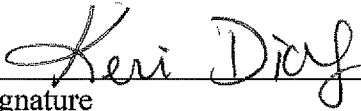
11/19/2020  
Date

AJAY K. SINGH  
\_\_\_\_\_  
Printed name

11/19/20  
Date

  
Frank YOCCA


**Witness:**

  
Signature

11/19/20  
Date

Keri Diaz  
Printed name

**Witness:**

  
Signature

11/19/2020  
Date

AJAY K. SINGH  
Printed name

11/19/20  
\_\_\_\_\_  
Date

Chetan D. Lathia  
\_\_\_\_\_  
Chetan Dalpatbhai LATHIA

**Witness:**

Keri Diar  
\_\_\_\_\_  
Signature

11/19/20  
\_\_\_\_\_  
Date

Keri Diar  
\_\_\_\_\_  
Printed name

**Witness:**

Ajay R. Singh  
\_\_\_\_\_  
Signature

11/19/2020  
\_\_\_\_\_  
Date

AJAY R. SINGH  
\_\_\_\_\_  
Printed name



11/19/20  
\_\_\_\_\_  
Date

*Lavanya Rajachandran*  
\_\_\_\_\_  
Lavanya RAJACHANDRAN

**Witness:**

*Heri Diaz*  
\_\_\_\_\_  
Signature

11/19/2020  
\_\_\_\_\_  
Date

*Heri Diaz*  
\_\_\_\_\_  
Printed name

**Witness:**

*Lily Zagami*  
\_\_\_\_\_  
Signature

11/19/2020  
\_\_\_\_\_  
Date

*Lily Zagami*  
\_\_\_\_\_  
Printed name

19 Nov 2020  
Date

  
Robert RISINGER


**Witness:**

Keri Diaz  
Signature

11/19/20  
Date

Keri Diaz  
Printed name

**Witness:**

  
Signature

11/19/2020  
Date

AJAY K. SINGH  
Printed name

For and on behalf of ASSIGNEE:

Date: 11/19/20

By: Vimal D. Mehta

Name: **Vimal D. Mehta**  
Title: **CEO**  
Company: **BioXcel Therapeutics, Inc.**

**Witness:**

Kimberly Sheehan  
Signature

11/19/20  
Date

Kimberly Sheehan  
Printed name

**Witness:**

Keri Diaz  
Signature

11/19/20  
Date

Keri Diaz  
Printed name