

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PAT183782

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Timber Pharmaceuticals, Inc.	01/21/2024
Timber Pharmaceuticals, LLC	01/21/2024
BioPharmX, Inc.	01/21/2024

**RECEIVING PARTY DATA**

<b>Company Name:</b>	LEO Pharma A/S
<b>Street Address:</b>	Industriparken 55
<b>City:</b>	Ballerup
<b>State/Country:</b>	DENMARK
<b>Postal Code:</b>	DK-2750

**PROPERTY NUMBERS Total: 48**

Property Type	Number
Application Number:	62301759
Application Number:	62248760
PCT Number:	US1658746
Application Number:	15772456
Application Number:	16875710
Application Number:	17864208
Application Number:	62639751
PCT Number:	US1920545
Application Number:	16978185
Application Number:	62639767
PCT Number:	US1920557
Application Number:	16978183
Application Number:	63427464
Application Number:	61899298
Application Number:	61973270
Application Number:	14532987
Application Number:	14678873
Application Number:	15273553

PATENT

Property Type	Number
Application Number:	15905758
PCT Number:	US1463942
Application Number:	62142949
Application Number:	15090595
Application Number:	62142634
Application Number:	62137216
Application Number:	62245262
Application Number:	62251001
Application Number:	62266650
Application Number:	62279654
Application Number:	62304119
Application Number:	62356510
Application Number:	15077858
Application Number:	15910978
Application Number:	16514459
PCT Number:	US1623646
Application Number:	62501078
Application Number:	15970683
Application Number:	16508217
PCT Number:	US1830976
Application Number:	62638037
Application Number:	62813506
Application Number:	16174216
Application Number:	62633053
Application Number:	62726921
Application Number:	16280971
PCT Number:	US1918822
Application Number:	62889989
Application Number:	17636819
PCT Number:	US2047264

**CORRESPONDENCE DATA**

**Fax Number:** 2125512888

*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:** (212)551-2600

**Email:** mroopram@wiggin.com

**Correspondent Name:** Michelle Roopram

**Address Line 1:** 437 MADISON AVENUE, 35TH FLOOR

**Address Line 4:** NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	33508-100001
<b>NAME OF SUBMITTER:</b>	Michelle Roopram
<b>SIGNATURE:</b>	Michelle Roopram
<b>DATE SIGNED:</b>	03/11/2024

**Total Attachments: 26**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**Intellectual Property Assignment**”) is made as of January 22, 2024 (the “**Effective Date**”), by and among Timber Pharmaceuticals, Inc. (the “**Company**”), a Delaware corporation, Timber Pharmaceuticals, LLC (“**Timber LLC**”), a Delaware limited liability company, BioPharmX, Inc. (“**BioPharmX**” and together with the Company and Timber LLC, the “**Assignors**”, and each being an “**Assignor**”), a Nevada corporation, and LEO Pharma A/S (“**Assignee**”), a Danish *Aktieselskab*.

WHEREAS, Assignors and Assignee entered into that certain Asset Purchase Agreement dated November 17, 2023, as may be amended from time to time (the “**Asset Purchase Agreement**”); and

WHEREAS, Assignee is desirous of acquiring, in connection with the transactions contemplated by the Asset Purchase Agreement, all of Sellers’ right, title and interest in and to the Intellectual Property Assets set forth in Section 2 of this Intellectual Property Assignment.

NOW, THEREFORE, subject to the terms and conditions set forth in the Asset Purchase Agreement and in consideration of the premises and other good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement. Whenever the words “include,” “includes” or “including” are used in this Intellectual Property Assignment, they shall be deemed to be followed by the words “without limitation,”

2. Assignment. Assignors hereby sell, assign, transfer and set over unto Assignee, its successors, legal representatives and assigns, all of Assignors’ right, title and interest in, to and under all Intellectual Property Assets that are owned by Assignors or held for use in the conduct of the Business as currently conducted or proposed to be conducted, effective as of the date hereof, including the Intellectual Property Rights listed in Schedule A appended hereto, and all Intellectual Property Rights owned or held for use by Assignors relating to the Company Products and the “Timber Pharmaceuticals” company name and any underlying trademarks, whether or not registered, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignors with respect to such Intellectual Property Rights; and (ii) claims and causes of action with respect to such Intellectual Property Rights, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

3. Authorization. Assignors hereby authorize and request the United States Patent and Trademark Office, the United States Copyright Office, and the authorities of any other applicable jurisdictions whose duty is to issue patents, trademarks, copyrights, or other evidence or forms of intellectual or industrial property protection on applications as aforesaid, to respectively issue the same to the Assignee and to respectively record the Assignee as owner of the Intellectual Property

Assets, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee and its successors, legal representatives and assigns.

4. Further Assurances. Assignors shall provide Assignee with all such assistance that Assignee may reasonably request for the full utilization of the rights granted in Section 2 above, including making or executing (or causing Assignors' current or former employees or contractors to make or execute), as applicable, all filings, applications and any further assignments or other documents or instruments, signing all lawful papers, and making all rightful oaths necessary or desirable to carry out the purposes or intent of this Intellectual Property Assignment and to aid the Assignee and its successors, legal representatives and assigns to obtain and enforce proper protection for the Intellectual Property Assets in any jurisdiction and to record the Assignee as owner of the Intellectual Property Assets. Assignors' reasonable costs and expenses incurred in connection with such assistance to Assignee shall be borne by Assignee.

5. Further Assurances. Assignors shall take all actions reasonably necessary or appropriate to consummate the transactions contemplated by the Asset Purchase Agreement and provide the other parties thereto with reasonable cooperation and take such actions as such other parties may be reasonably request in connection with the consummation of the transactions contemplated therein.

6. General.

(a) Governing Law. This Intellectual Property Assignment is to be governed by and construed in accordance with the Federal Bankruptcy Law, to the extent applicable, and where state Law is implicated, the internal Laws of the State of Delaware shall govern, without regard to the laws of any other jurisdiction that might be applied because of conflicts of laws principles of the State of Delaware.

(b) Jurisdiction. The Bankruptcy Court will have jurisdiction over any and all disputes between or among the parties hereto, whether at law or in equity, arising out of or related to this Intellectual Property Assignment; provided, however, that if the Bankruptcy Court is unwilling or unable to hear any such dispute, the courts of the State of Delaware and the federal courts of the United States Of America located in Delaware will have sole jurisdiction over any and all disputes between or among the parties hereto, whether at law or in equity, arising out of or related to this Intellectual Property Assignment.

(c) Waiver of Jury Trial. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Intellectual Property Assignment.

(d) Counterparts. This Intellectual Property Assignment may be signed manually or by facsimile or other electronic transmission by the parties (including in .pdf, .tiff, .jpg or similar format), in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Intellectual Property Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Intellectual Property

Assignment shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

(e) Entire Agreement. This Intellectual Property Assignment, the Asset Purchase Agreement, the Ancillary Documents and the DIP Loan Agreement, constitute the entire agreement between the parties with respect to the subject matter contained herein and therein and supersede all prior agreements and understandings, both oral and written, between the parties with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Intellectual Property Assignment, the Asset Purchase Agreement and those in the Ancillary Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of the Asset Purchase Agreement will control.

(f) Binding Agreement. This Intellectual Property Assignment is being delivered pursuant to the Asset Purchase Agreement and shall be construed consistently with the Asset Purchase Agreement. The provisions of this Intellectual Property Assignment shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Intellectual Property Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, change, rescind, waive, exceed, enlarge, expand or limit in any way the terms of the Asset Purchase Agreement. To the extent that any provision of this Intellectual Property Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern. This Intellectual Property Assignment is only intended to effect the transfer of the Purchased Assets and the assignment and assumption of the Assumed Liabilities pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be executed by its duly authorized representative effective as of the date first above written.

FOR ASSIGNORS:

TIMBER PHARMACEUTICALS, INC.

By John Koconis

Name: John Koconis

Title: Chief Executive Officer

TIMBER PHARMACEUTICALS, LLC.

By John Koconis

Name: John Koconis

Title: Chief Executive Officer

BIOPHARMX, INC.

By John Koconis

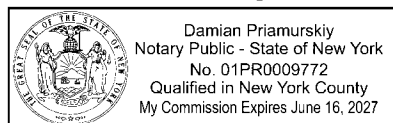
Name: John Koconis

Title: Chief Executive Officer

State of New York }  
County of New York } ss.:

On this 21 day of January in the year 2024, before me, the undersigned notary public, personally appeared John Koconis, who proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Intellectual Property Assignment Agreement and acknowledged that he executed the foregoing instrument in his capacity and as his voluntary act and deed on behalf and with full authority of Timber Pharmaceuticals, Inc., Timber Pharmaceuticals, LLC and BioPharmX, Inc, and by his signature on the instrument, John Koconis, or the person upon behalf of which he acted, executed the instrument.

This notarization was conducted using communication technology (eNotaryLog, LLC) in compliance with New York Executive Law § 135-c.




[Signature]  
Notary Public

[Signature page to Intellectual Property Assignment]


**RECEIVED BY ASSIGNEE:**

**LEO PHARMA A/S**

By  Electronically signed by:  
Christophe Bourdon  
Reason: Accepted & Agreed  
Date: Jan 20, 2024 18:09 GMT+9

Name: Christophe Bourdon

Title: CEO

By  Electronically signed by: Philip  
Eickhoff  
Reason: Accepted & Agreed  
Date: Jan 20, 2024 14:50 GMT+1

Name: Philip Eickhoff

Title: CFO

[Signature page to Intellectual Property Assignment]



Schedule A  
TMB-001 Intellectual Property Rights

**I. TMB-001 Patents**

<b>Client Matter Number</b>	<b>Region/Country</b>	<b>Application No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Owner</b>	<b>Patent No. (Patent Date)</b>	<b>Current Status</b>
28276-18	US	U.S. Provisional Application No. 62/248,760	Isotretinoin formulations and uses and methods thereof	October 30, 2015	Timber Pharmaceuticals LLC	N/A	Expired (October 30, 2016)
- 100300A							
28276-19	US	U.S. Provisional Application No. 62/301,759	Isotretinoin formulations and uses and methods thereof	March 1, 2016	Timber Pharmaceuticals LLC	N/A	Expired (March 1, 2017)
- 100300B							
28276-20	PCT	PCT International Application No. PCT/US2016/058746	Isotretinoin formulations and uses and methods thereof	October 26, 2016	Timber Pharmaceuticals LLC	N/A	Expired (April 30, 2018)
-100310							
28276-21	Russian Federation	Russian Federation Patent	Isotretinoin formulations and uses and methods thereof	October 26, 2016	Timber Pharmaceuticals LLC	N/A	Abandoned
-100382							

**PATENT**

Client Matter Number	Region/Country	Application No.	Title	Filing Date	Owner	Patent No. (Patent Date)	Current Status
		Application No. 2018119510		National Stage Entry: May 28, 2018			
28276-22-100322	Mexico	Mexican Patent Application No. MX/a/2018/004984	Isotretinoin formulations and uses and methods thereof	October 26, 2016 National Stage Entry Date: April 19, 2018	Timber Pharmaceuticals LLC	390018 February 11, 2022	Granted
28276-23-100360	South Korea	South Korean Patent Application No. 2018-7014948	Isotretinoin formulations and uses and methods thereof	October 26, 2016 National Stage Entry Date: May 28, 2018	Timber Pharmaceuticals LLC	10-2406880 June 3, 2022	Granted

PATENT

REEL: 066782 FRAME: 0418

Client Matter Number	Region/Country	Application No.	Title	Filing Date	Owner	Patent No. (Patent Date)	Current Status
28276-24 -100358	Japan	Japanese Patent Application No. 2018-542677	Isotretinoin formulations and uses and methods thereof	October 26, 2016 National Stage Entry Date: April 27, 2018	Timber Pharmaceuticals LLC	6901670 July 14, 2021	Granted
28276-25 -100330	Europe	European Patent Application No. 16860643.2	Isotretinoin formulations and uses and methods thereof	October 26, 2016 Regional Stage Entry Date: April 19, 2018	Timber Pharmaceuticals LLC	N/A	Pending Awaiting Decision to Grant

**PATENT**

**REEL: 066782 FRAME: 0419**

Client Matter Number	Region/Country	Application No.	Title	Filing Date	Owner	Patent No. (Patent Date)	Current Status
28276-26 -100350	China	Chinese Patent Application No. 201680063866.4	Isotretinoin formulations and uses and methods thereof	October 26, 2016 National Stage Entry Date: May 2, 2018	Timber Pharmaceuticals LLC	ZL201680063866.4 (September 17, 2021)	Granted
28276-27 -100320	Canada	Canadian Patent Application No. 3,002,387	Isotretinoin formulations and uses and methods thereof	October 26, 2016 National Stage Entry Date: October 26, 2016	Timber Pharmaceuticals LLC	N/A	Pending – Withdrawn from allowance to refile new claim set with broader composition and method claims
28276-28 -100372	Brazil	Brazilian Patent Application No.	Isotretinoin formulations and uses and methods thereof	October 26, 2016	Timber Pharmaceuticals LLC	N/A	Abandoned

PATENT

REEL: 066782 FRAME: 0420

Client Matter Number	Region/Country	Application No.	Title	Filing Date	Owner	Patent No. (Patent Date)	Current Status
		BR 11 2018 008556-1		National Stage Entry Date: April 27, 2018			
28276-29-100390	Australia	Australian Patent Application No. 2016346203	Isotretinoin formulations and uses and methods thereof	October 26, 2016 National Stage Entry Date: May 3, 2018	Timber Pharmaceuticals LLC	2016346203 (September 9, 2021)	Granted
28276-30-100301	United States	U.S. Non-Provisional Application No. 15/772,456	Isotretinoin formulations and uses and methods thereof	October 26, 2016 371(c) Filing Date: April 30, 2018	Timber Pharmaceuticals LLC	10,933,018 (March 2, 2021)	Issued

PATENT

REEL: 066782 FRAME: 0421

Client Matter Number	Region/Country	Application No.	Title	Filing Date	Owner	Patent No. (Patent Date)	Current Status
28276-31	United States	U.S. Non-Provisional Application No. 16/875,710	Isotretinoin formulations and uses and methods thereof	May 15, 2020	Timber Pharmaceuticals LLC	11,471,408 (October 18, 2022)	Issued
-100302	DIV						
28276-45	United States	U.S. Non-Provisional Application No. 17/864,208	Isotretinoin formulations and uses and methods thereof	July 13, 2022	Timber Pharmaceuticals LLC	N/A	Pending
-100303	DIV2						
28276-32	Japan	Japanese Patent Application No. 2021-084613	Isotretinoin formulations and uses and methods thereof	May 19, 2021	Timber Pharmaceuticals LLC	7175038 (November 10, 2022)	Granted
-100359	DIV						

PATENT

REEL: 066782 FRAME: 0422

Client Matter Number	Region/Country	Application No.	Title	Filing Date	Owner	Patent No. (Patent Date)	Current Status
28276-33	China	Chinese Patent Application No. 202110920456.X	Isotretinoin formulations and uses and methods thereof	August 11, 2021	Timber Pharmaceuticals LLC	N/A	Pending
-100351	DIV						Registrar filed in Hong Kong 28276-43
28276-43	Hong Kong	420222047705.3	Isotretinoin formulations and uses and methods thereof	February 8, 2022	Timber Pharmaceuticals LLC	N/A	Pending
-100352	DIV						Step 1 of Registration Completed in Hong Kong off of CN DIV
28276-44	South Korea	2022-7018704	Isotretinoin formulations and uses and methods thereof	June 2, 2022	Timber Pharmaceuticals LLC	N/A	Pending
-100361	DIV						

**PATENT**

Client Matter Number	Region/Country	Application No.	Title	Filing Date	Owner	Patent No. (Patent Date)	Current Status
28276-34	Australia	Australian Patent Application No. 2021206858	Isotretinoin formulations and uses and methods thereof	July 22, 2021	Timber Pharmaceuticals LLC	2021206858 (August 17, 2023)	Granted
-100391	DIV						
28276-35	Mexico	Mexican Patent Application No. MX/a/2022/001 772	Isotretinoin formulations and uses and methods thereof	February 10, 2022	Timber Pharmaceuticals LLC	N/A	Pending
-100323	o DIV						

**PATENT**

**REEL: 066782 FRAME: 0424**



II. TMB-001 IPEG Trademarks

Client Matter Number	Region/Country	Application No.	Filing Date	Mark	Goods & Services	Applicant	Registration No.	Current Status
28276-36	United States	90/796,560	June 25, 2021	IPEG	IC 005 - Pharmaceutical and medicinal preparation for treatment of skin disorders; pharmaceutical and medicinal preparation for treatment of congenital ichthyosis; dermatological pharmaceutical products	Timber Pharmaceuticals, Inc.	N/A	Pending – approved for publication. To be published for opposition 09/05/2023
28276-37	European Union	018524526	July 26, 2021 (claims priority in and to Y9552-00001-US)	IPEG	Same as Y9552-00001-US.	Timber Pharmaceuticals, Inc.	018524526 (December 8, 2021)	Registered

PATENT

Client Matter Number	Region/Country	Application No.	Filing Date	Mark	Goods & Services	Applicant	Registration No.	Current Status
28276-38	Australia	2197397	July 26, 2021 (claims priority in and to Y9552-00001-US)	IPEG	Same as Y9552-00001-US.	Timber Pharmaceuticals, Inc.	2197397 (February 3, 2022)	Registered
28276-39	Canada	2123211	July 27, 2021 (claims priority in and to Y9552-00001-US)	IPEG	Same as Y9552-00001-US.	Timber Pharmaceuticals, Inc.	N/A	Pending
28276-40	Japan	2021-093633	July 28, 2021 (claims priority in and to Y9552-00001-US)	IPEG	Same as Y9552-00001-US.	Timber Pharmaceuticals, Inc.	6507365 (February 1, 2022)	Registered

PATENT

REEL: 066782 FRAME: 0426

Client Matter Number	Region/Country	Application No.	Filing Date	Mark	Goods & Services	Applicant	Registration No.	Current Status
28276-41	Mexico	2588414	July 27, 2021 (claims priority in and to Y9552-00001-US)	IPEG	Same as Y9552-00001-US.	Timber Pharmaceuticals, Inc.	2308657 (October 8, 2021)	Registered
28276-42	United Kingdom	UK00003673484	July 26, 2021 (claims priority in and to Y9552-00001-US)	IPEG	Same as Y9552-00001-US.	Timber Pharmaceuticals, Inc.	UK00003673484 (November 19, 2021)	Registered

PATENT

REEL: 066782 FRAME: 0427

**The Following Additional Pending Trademark Registrations Are Not Being Handled By Wiggin and Dana:**

The following compilation is from publicly available information.

These trademark applications were filed by Maury Tepper of the Tepper & Eyster firm of Raleigh, North Carolina. Information on the pending US applications is provided below.

<b>Client Matter Number</b>	<b>Region/Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Mark</b>	<b>Goods &amp; Services</b>	<b>Applicant</b>	<b>Registration No.</b>	<b>Current Status</b>
	United States	98/021491	05/31/2023	EXCALISA	Pharmaceutical preparations for the treatment and prevention of dermatological diseases and disorders; pharmaceutical preparations for treating skin disorders; pharmaceutical preparations for use in dermatology	Timber Pharmaceuticals, Inc.		Pending
	United States	98/026651	06/04/2023	MYSSELTA	Pharmaceutical preparations for the treatment of	Timber Pharmaceuticals, Inc.		Pending

Client Matter Number	Region/Country	Application No.	Filing Date	Mark	Goods & Services	Applicant	Registration No.	Current Status
	United States	98/026656	06/04/2023	AHDESSYA	Pharmaceutical preparations for the treatment of dermatological diseases and disorders	Timber Pharmaceuticals, Inc.		Pending

**PATENT**

**REEL: 066782 FRAME: 0429**

**III. Domain Names**

ASCEND clinical trial website (<https://www.ichthyosistrial.com/>)

**IV. Name - Timber Pharmaceuticals, Inc.**

**V. Logo -**



**TMB-003 Intellectual Property Rights**

**I. TMB-003 Patents**

<b>Client Matter No.</b>	<b>Country</b>	<b>Patent Application No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Status</b>
28276-1-US-PRO-100100	United States	62/639751	Compositions and Methods for Treating Cutaneous Fibrosis	03/07/2018	Converted
28276-1-PCT-100110	International	PCT/US2019/020545	Compositions and Methods for Treating Cutaneous Fibrosis	03/04/2019	National Stage
28276-1-US-100101	United States	16/978,185	Compositions and Methods for Treating Cutaneous Fibrosis	09/03/2020	Pending
28276-1-AU-100190	Australia	2019230005	Compositions and Methods for Treating Cutaneous Fibrosis	09/09/2020	Pending
28276-1-BR-100172	Brazil	BR1120200181382	Compositions and Methods for Treating Cutaneous Fibrosis	09/04/2020	Pending
28276-1-CA-100120	Canada	3092861	Compositions and Methods for Treating Cutaneous Fibrosis	09/01/2020	Pending

282761- CN  -100150	China	201980030598X	Compositions and Methods for Treating Cutaneous Fibrosis	11/05/2020	Pending
28276- 1-EP  -100130	Europe	19763214.4	Compositions and Methods for Treating Cutaneous Fibrosis	10/01/2020	Pending
28276- 1- IL  -100180	Israel	277152	Compositions and Methods for Treating Cutaneous Fibrosis	09/06/2020	Pending
28276- 1-JP  -100158	Japan	2020-570401	Compositions and Methods for Treating Cutaneous Fibrosis	09/04/2020	Pending
28276- 1-KR  -100160	South Korea	10-2020-7028185	Compositions and Methods for Treating Cutaneous Fibrosis	09/29/2020	Pending
28276- 2-US- PRO  -100200	United States	62/639767	Compositions and Methods for Treating Pigmentation Disorders	03/07/2018	Converted
28276- 2-PCT  -100210	International	PCT/US2019/020557	Compositions and Methods for Treating Pigmentation Disorders	03/04/2019	National Stage
28276- 2-US  -100201	United States	16/978,183	Compositions and Methods for Treating Pigmentation Disorders	09/03/2020	Pending
28276- 100400	United States	63/427,464	Compositions For Local Delivery Of Drug Actives	11/23/2022	Pending

## BIOPharmX Intellectual Property Rights

### I. BIOPharmX Patents

Title	Jurisdiction	Filing Date (mo-day-yr)	Application (publication) number	Patent Number	Status
Iodine Solid Oral Dosage Form For Breast Symptoms	United States	11-27-2013	61/909,838*		Expired
Solid Oral Dosage Form For Breast Symptoms	United States	11-22-2014	14/550,915* (US2015/0147400)	US10,034,899	Issued
Solid Oral Dosage Form For Breast Symptoms	United States	07-22-2018	16/016,522* (US2018/0296594)		Abandoned
Solid Oral Dosage Form For Breast Symptoms	PCT	11-22-2014	PCT/US2014/066979* (WO2015/080984)		Expired
Dosage Form Comprising An Active Ingredient, A Plurality Of Solid Porous Microparticles, And A Hydrophobic Encapsulant	United States	11-04-2013	61/899,298		Expired
Dosage Form Comprising An Active Ingredient, A Plurality Of Solid Porous Microparticles, And A Hydrophobic Encapsulant	United States	04-01-2014	61/973,270		Expired
Dosage Form Comprising an Active Ingredient And A Plurality of Solid Porous Microcarriers	United States	11-04-2014	14/532,987 (US2015/0125496)	US9,474,720	Issued
Dosage Form Comprising an Active Ingredient And A Plurality of Solid Porous Microcarriers	United States	04-03-2015	14/678,873 (US2015/0209296)	US9,901,586	Abandoned
Dosage Form Comprising an Active Ingredient And A Plurality of Solid Porous Microcarriers	United States	09-22-2016	15/273,553 (US2017/0007628)	US9,642,867	Abandoned
Dosage Form Comprising an Active Ingredient And A Plurality of Solid Porous Microcarriers	United States	02-26-2018	15/905,758 (US2018/0177806)	US10,159,686	Abandoned
Dosage Form Comprising an Active Ingredient And A Plurality of Solid Porous Microcarriers	Europe	05-03-2016	14803000.0 (EP3065717)		Abandoned



<b>Title</b>	<b>Jurisdiction</b>	<b>Filing Date (mo-day-yr)</b>	<b>Application (publication) number</b>	<b>Patent Number</b>	<b>Status</b>
Dosage Form Comprising an Active Ingredient And A Plurality of Solid Porous Microcarriers	Hong Kong	03-14-2017	17102589.4 (HK1228778)		Abandoned
Dosage Form Comprising an Active Ingredient And A Plurality of Solid Porous Microcarriers	PCT	11-04-2014	PCT/US2014/063942 (WO2015/066717)		Expired
Novel encapsulation of fluorescent, photo-sensitive, or oxygen-sensitive active ingredient for topical application	United States	04-03-2015	62/142,949		Expired
Novel encapsulation of fluorescent, photo-sensitive, or oxygen-sensitive active ingredient for topical application	United States	04-04-2016	15/090,595 (US2016/0287615)		Abandoned
Oral Iodine Dosage Form	United States	04-03-2015	62/142,821*		Expired
Oral Dosage Form	United States	04-21-2016	62/325,982*		Expired
Oral Iodine Dosage Form	United States	04-21-2017	15/494,405* (US2017/0304359)		Abandoned
Oral Dosage Form	PCT	04-21-2017	PCT/US2017/028995* (WO2017/185060)		Expired
Topical Dermatological Composition Comprising A Combination Of Active Ingredients	United States	04-03-2015	62/142,634		Expired
Pharmaceutical Tetracycline Composition for Dermatological Use	United States	03-23-2015	62/137,216		Expired
Pharmaceutical Tetracycline Composition for Dermatological Use	United States	10-22-2015	62/245,262		Expired
Pharmaceutical Tetracycline Composition for Dermatological Use	United States	11-04-2015	62/251,001		Expired
Pharmaceutical Tetracycline Composition for Dermatological Use	United States	12-13-2015	62/266,650		Expired
Pharmaceutical Tetracycline Composition for Dermatological Use	United States	01-15-2016	62/279,654		Expired
Pharmaceutical Tetracycline Composition for Dermatological Use	United States	4/3/2016	62/304,119		Expired

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Pharmaceutical Tetracycline Composition for Dermatological Use	United States	06-29-2016	62/356,510		Expired
Pharmaceutical Tetracycline Composition for Dermatological Use	United States	03-22-2016	15/077,858 (US2016-0279152)	US9,918,998	Issued
Pharmaceutical Tetracycline Composition for Dermatological Use	United States	03-02-2018	15/910,978 (US2018-0185394)	US10,391,108	Issued
Pharmaceutical Tetracycline Composition for Dermatological Use	United States	07-17-2019	16/514,459 (US2020-0046739)	US10,881,672	Issued
Pharmaceutical Tetracycline Composition for Dermatological Use	Australia	03-22-2016	2016235237 (AU2016235237)	AU2016235237	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Belgium	03-22-2016	16714168.8 (EP3273940)	EP3273940	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Bosnia/ Herzegovina	03-22-2016	Based on EP16714168.8 (EP3273940)		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Brazil	09-22-2017	1120170203588		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Canada	03-22-2016	2980527 (CA2980527)		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	China	03-22-2016	201680029982.4 (CN107708665)	ZL201680029982.4	Active
Pharmaceutical Tetracycline Composition for Dermatological Use	Columbia	10-23-2017	NC2017/0010792		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Germany	03-22-2016	16714168.8 (EP3273940)	EP3273940	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Europe	03-22-2016	16714168.8 (EP3273940)	EP3273940	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	France	03-22-2016	16714168.8 (EP3273940)	EP3273940	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Hong Kong	03-22-2016	18108759.4 (HK1249032)	HK1249032	Abandoned

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Pharmaceutical Tetracycline Composition for Dermatological Use	India	10-05-2017	201717035291		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Israel	09-18-2017	254575		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Italy	03-22-2016	16714168.8 (EP3273940)	EP3273940	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Japan	03-22-2016	2018-501145 (JP2018-509472)	JP6793715	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Korea	03-22-2016	10-2017-7030458 (KR20170134514)		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Mexico	09-25-2017	MX/a/2017/012062		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Montenegro	03-22-2016	Based on EP16714168.8 (EP3273940)		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Netherlands	03-22-2016	16714168.8 (EP3273940)	EP3273940	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	New Zealand	03-22-2016	735608		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	PCT	03-22-2016	PCT/US2016/023646 (WO2016/154232)		Expired
Pharmaceutical Tetracycline Composition for Dermatological Use	Russia	10-04-2017	2017134566		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Singapore	09-21-2017	11201707784X		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	South Africa	03-22-2016	2017/06573 (ZA201706573)	ZA2017/065 73	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	South Africa	09-27-2018	2018/06426 (ZA201806426)	ZA2018/064 26	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Spain	03-22-2016	16714168.8 (EP3273940)	EP3273940	Abandoned

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Pharmaceutical Tetracycline Composition for Dermatological Use	Sweden	03-22-2016	16714168.8 (EP3273940)	EP3273940	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Switzerland	03-22-2016	16714168.8 (EP3273940)	EP3273940	Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	Taiwan	03-22-2016	105108824 (TW201705962)		Abandoned
Pharmaceutical Tetracycline Composition for Dermatological Use	United Kingdom	03-22-2016	16714168.8 (EP3273940)	EP3273940	Abandoned
Magnesium Chloride Composition for Dermatological Use	United States	05-03-2017	62/501,078		Expired
Magnesium Chloride Composition for Dermatological Use	United States	05-03-2018	15/970,683 (US2018/0318342)	US10,391,121	Abandoned
Magnesium Chloride Composition for Dermatological Use	United States	07-10-2019	16/508,217 (US2019/0328775)		Abandoned
Magnesium Chloride Composition for Dermatological Use	PCT	05-03-2018	PCT/US2018/030976 (WO2018/204711)		Expired
Modified Crosslinked Polysaccharide And Methods Of Preparation	United States	03-02-2018	62/638,037		Expired
Modified Crosslinked Polysaccharide And Methods Of Preparation	United States	03-04-2019	62/813,506		Expired
Ebastine Topical Composition	United States	10-29-2018	16/174,216 (US2020/0129495)		Abandoned
Topical Dosage Form With Stable Solubilized Selective Retinoid For Treatment Of A Dermatological Condition Or Disease	United States	02-20-2018	62/633,053		Expired
Topical Dosage Form With Stable Solubilized Selective Retinoid For Treatment Of A Dermatological Condition Or Disease	United States	09-04-2018	62/726,921		Expired
Topical Compositions With Stable Solubilized Selective Retinoids And/OR Tetracycline-Class Antibiotics	United States	02-20-2019	16/280,971 (US2019/0255078)		Abandoned

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Topical Compositions With Stable Solubilized Selective Retinoids And/Or Tetracycline-Class Antibiotics	PCT	02-20-2019	PCT/US2019/018822 (WO2019/164984)		Expired
Solvent Delivery System for Topical Delivery of Active Agents	United States	08-21-2019	62/889,989		Expired
Solvent Delivery System for Topical Delivery of Active Agents	United States	02-18-2022	17/636,819 (2023/0355643)		Pending
Solvent Delivery System for Topical Delivery of Active Agents	Australia	03-16-2022	2020333860		Pending
Solvent Delivery System for Topical Delivery of Active Agents	Canada	02-18-2022	3148675		Abandoned (2023 annuity overdue)
Solvent Delivery System for Topical Delivery of Active Agents	China	03-28-2022	202080067992.3		Pending
Solvent Delivery System for Topical Delivery of Active Agents	Europe	03-14-2022	20764556.5		Abandoned
Solvent Delivery System for Topical Delivery of Active Agents	Japan	02-18-2022	2022-511340		Abandoned
Solvent Delivery System for Topical Delivery of Active Agents	Korea	03-21-2022	10-2022-7009262		Abandoned
Solvent Delivery System for Topical Delivery of Active Agents	Mexico	02-21-2022	MX/a/2022/002172		Pending
Solvent Delivery System for Topical Delivery of Active Agents	PCT	08-20-2020	PCT/US2020/047264 (WO2021/035086)		Expired

\*Indicates the patent or application was sold/transferred to Iogen LLC, although the USPTO assignment database shows BioPharmX, Inc. as owner.