

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI381552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lupin Inc.	07/14/2024
RECEIVING PARTY DATA	
Company Name:	Evoform Biosciences, Inc.
Street Address:	12636 High Bluff Drive
Internal Address:	Suite 400
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
PROPERTY NUMBERS Total: 23	
Property Type	Number
Patent Number:	10682338
Patent Number:	10335390
Patent Number:	10849884
Patent Number:	10857133
Patent Number:	11020377
Patent Number:	11000507
Patent Number:	11000508
Patent Number:	11324721
Patent Number:	11602522
Patent Number:	11684607
Patent Number:	11253501
Application Number:	17963942
Application Number:	62046731
Application Number:	62101636
Application Number:	17028838
Application Number:	62169369
Application Number:	62727159
Application Number:	17681634
Application Number:	16560478

PATENT

Property Type	Number
PCT Number:	US1548681
PCT Number:	US2052032
PCT Number:	US1635299
PCT Number:	US1949544

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: (619)238-1900

Email: docketing@procopio.com,cindy.varela@procopio.com

Correspondent Name: Cindy Varela

Address Line 1: 525 B Street

Address Line 2: Suite 2200

Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER: 132405-00000000

NAME OF SUBMITTER: Cindy Varela

SIGNATURE: Cindy Varela

DATE SIGNED: 07/23/2024

Total Attachments: 11

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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of July 14, 2024, by and between Lupin Inc., a Delaware corporation (“**Assignor**”) and Evofem Biosciences, Inc., a Delaware corporation (“**Assignee**”). Assignor and Assignee may be referred to in this Agreement individually as a “**Party**” and, collectively, as the “**Parties**”. Capitalized terms used but not defined herein have the respective meanings for such terms as defined in the Purchase Agreement (defined below).

RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement dated as of July 14, 2024 (the “**Purchase Agreement**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor all right, title and interest of Assignor in, to and under the Transferred Intellectual Property set forth on Exhibit A upon the terms and conditions set forth therein.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants contained in this Agreement and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee: (i) all of its right, title and interest, throughout the world, in, to and under the Transferred Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances; and (ii) all goodwill appurtenant to, or associated with, the Transferred Intellectual Property, any and all rights of renewal relating to any of the foregoing, and all past, present or existing, and future claims, causes of action, rights of recovery and rights of set-off of any kind (including the right to sue and recover for infringements or misappropriations) against any Person related to or arising from any of the foregoing. The Transferred Intellectual Property are to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Transferred Intellectual Property are or may be granted or reissued as fully and entirely as the same would have been enjoyed by Assignor if this sale, assignment and transfer had not been made.

Section 2. Reference to the Purchase Agreement. The provisions of this Agreement are subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Agreement in accordance with the terms thereof. Nothing contained in this Agreement shall be deemed or construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, conditions or other provisions contained in the Purchase Agreement.

Section 3. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, all such further acts, deeds,

assignments, transfers, conveyances, assurances and such other action as such other Party may reasonably request to effectively consummate the transactions contemplated by this Agreement.

Section 4. Governing Law. This Agreement shall be governed by and enforced in accordance with the internal laws of the State of Delaware applicable to contracts made and performed in such State without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

Section 5. Counterparts. This Agreement may be executed in counterparts, and signature pages may be delivered by facsimile, portable document format (PDF), DocuSign or any other electronic signature complying with the U.S. federal ESIGN Act of 2000, each of which shall be deemed an original, but all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

Section 6. Amendment; Waiver. No provision of this Agreement may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by both Parties. No waiver shall operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any such waiver shall be in a written instrument duly executed by the waiving party. No failure on the part of a Person to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Person preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

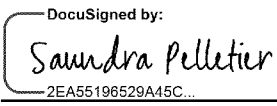
Section 7. Binding Agreement. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their permitted successors and assigns.

[Remainder of this page is intentionally left blank. Signatures follow on next page.]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement to be effective as of the date first written above.

ASSIGNEE:

EVOFEM BIOSCIENCES, INC.

By:  DocuSigned by:
2EA55196529A45C...
Name: Saundra Pelletier
Its: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

PATENT
REEL: 068062 FRAME: 0345

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement to be effective as of the date first written above.

ASSIGNOR:

LUPIN INC.

By: 
Name: Vinita Gupta
Its: Chief Executive Officer

EXHIBIT A

PATENTS

Solosec 2gm				
Issued Patents				
Sr. No.	Patent No.	Issue Date	Title	Country/Region
1	US 10335390	July 2, 2019	Secnidazole for use in the treatment of bacterial vaginosis	U.S.
2	US 10682338	June 16, 2020	Secnidazole for use in the treatment of bacterial vaginosis	U.S.
3	US 10849884	December 1, 2020	Secnidazole for use in the treatment of bacterial vaginosis	U.S.
4	US 10857133	December 8, 2020	Secnidazole for use in the treatment of bacterial vaginosis	U.S.
5	US 11020377	June 1, 2021	Secnidazole for use in the treatment of bacterial vaginosis	U.S.
6	US 11000507	May 11, 2021	Secnidazole for use in the treatment of bacterial vaginosis	U.S.
7	US 11000508	May 11, 2021	Secnidazole for use in the treatment of trichomoniasis	U.S.
8	US 11324721	May 10, 2022	Secnidazole for use in the treatment of trichomoniasis	U.S.

9	US 11602522	March 14, 2023	Secnidazole for use in the treatment of sexually transmitted infection	U.S.
10	US 11684607	June 27, 2023	Secnidazole for use in the treatment of bacterial vaginosis	U.S.
11	CA 2959414	March 14, 2023	Secnidazole for use in the treatment of bacterial vaginosis	Canada
12	AU 2015311674	June 21, 2018	Secnidazole for use in the treatment of bacterial vaginosis	Australia
13	AU 2018203882	March 26, 2020	Secnidazole for use in the treatment of bacterial vaginosis	Australia
14	AU 2018217262	September 12, 2019	Secnidazole for use in the treatment of bacterial vaginosis	Australia

Patent Applications

Sr. No.	Application No./ Publication No.	Filing Date	Title	Country/ Region
1	Provisional Application No. US 62/046,731	September 5, 2014	Secnidazole for use in the treatment of bacterial vaginosis	U.S.
2	Provisional Application No. US 62/101,636	January 9, 2015	Secnidazole for use in the treatment of bacterial vaginosis	U.S.
3	PCT/US2015/048681 (WO 2016037131)	September 4, 2015	Secnidazole for use in the treatment of bacterial vaginosis	PCT
4	PCT/US2020/052032 (WO 2022066146)	September 22, 2020	Method and pharmaceutical composition for treating or preventing	PCT

			trichomoniasis and uses thereof	
5	Non-provisional Application No. US 17/028,838 (US 20220087978)	September 22, 2020	Method and pharmaceutical composition for treating or preventing trichomoniasis and uses thereof	U.S.
6	CA 3046521	June 13, 2019	Secnidazole for use in the treatment of bacterial vaginosis	Canada
7	CA 3193245	March 20, 2023	Method and pharmaceutical composition for treating or preventing trichomoniasis and uses thereof	Canada

Abandoned Patent Applications

Sr. No.	Application No./ Publication No.	Filing Date	Title	Country/ Region
1	JP 2018228992 (JP 2020019759)	December 6, 2018	Secnidazole for use in the treatment of bacterial vaginosis	Japan
2	JP 2020201018 (JP 2021042246)	December 3, 2020	Secnidazole for use in the treatment of bacterial vaginosis	Japan
3	KR 1020177009154 (KR 20170052626)	April 4, 2017	Secnidazole for use in the treatment of bacterial vaginosis	South Korea
4	KR 1020197006430 (KR 20190026962)	March 3, 2019	Secnidazole for use in the treatment of bacterial vaginosis	South Korea
5	KR 1020190088946 (KR 20200013602)	July 23, 2019	Secnidazole for use in the treatment of bacterial vaginosis	South Korea

6	KR 1020200079140 (KR 20200083958)	June 29, 2020	Secnidazole for use in the treatment of bacterial vaginosis	South Korea
[7	EP 20955432.8 (EP 4236918)	July 19, 2023	Method and pharmaceutical composition for treating or preventing trichomoniasis and uses thereof	Europe]

Secnidazole High Drug Load Formulation				
Issued Patents				
Sr. No.	Patent No.	Issue Date	Title	Country/ Region
1	US 11253501	February 22, 2022	Secnidazole formulations and use in treating bacterial vaginosis	U.S.
2	CA 2988082	September 29, 2020	Novel secnidazole formulations and use in treating bacterial vaginosis	Canada
Patent Applications				
Sr. No.	Application No./ Publication No.	Filing Date	Title	Country/ Region
1	Provisional Application US 62/169,369	June 01, 2015	Novel nitroimidazole formulations and uses thereof	U.S.
2	PCT/US2016/035 299 (WO 2016196653)	June 01, 2016	Novel nitroimidazole formulations and uses thereof	PCT

Deuterated Secnidazole				
Patent Applications				
Sr. No.	Application No./ Publication No.	Filing Date	Title	Country/ Region
1	Provisional patent application US 62/727,159	September 05, 2018	Deuterated secnidazole for use in the treatment of bacterial vaginosis and methods and uses thereof	U.S.
2	PCT/US2019/0495 44 (WO 2020051216)	September 05, 2018	Deuterated secnidazole for use in the treatment of bacterial vaginosis and methods and uses thereof	PCT
3	Non-provisional Application US 17/963,942 (US 20230097494)	October 11, 2022	Deuterated secnidazole for use in the treatment of bacterial vaginosis and methods and uses thereof	U.S.
4	Non-provisional Application US 17/681,634 (US 20220259156)	February 25, 2022	Deuterated secnidazole for use in the treatment of bacterial vaginosis and methods and uses thereof	U.S.
5	CA 3111976	March 05, 2021	Deuterated secnidazole for use in the treatment of bacterial vaginosis and methods and uses thereof	Canada
6	IN 202117013320	March 26, 2021	Deuterated secnidazole for use in the treatment of bacterial vaginosis and methods and uses thereof	India

Abandoned Patent Applications				
Sr. No.	Application No./ Publication No.	Filing Date	Title	Country/ Region
1	Non-provisional Application US 16/560,478 (US 20200071279)	September 04, 2019	Deuterated secnidazole for use in the treatment of bacterial vaginosis and methods and uses thereof	U.S.
2	KR 20217010019 (KR 2021065958)	April 05, 2021	Deuterated secnidazole for use in the treatment of bacterial vaginosis and methods and uses thereof	South Korea
3	CN 201980065927.4 (CN 112867490)	April 06, 2021	Deuterated secnidazole for use in the treatment of bacterial vaginosis and methods and uses thereof	China
4	AU 2019334994	March 11, 2021	Deuterated secnidazole for use in the treatment of bacterial vaginosis and methods and uses thereof	Australia
5	JP 2021513252 (JP 2021536488)	March 04, 2021	Deuterated secnidazole for use in the treatment of bacterial vaginosis and methods and uses thereof	Japan

TRADEMARKS

	TRADEMARK	REGISTRATION		STATUS	COUNTRY	DESCRIPTION OF GOODS
		DATE	NO.			
1	SOLOSEC	6/17/2016	5,859,967	Registered	Japan	Class 5- Pharmaceutical preparations and biological preparations which are used for the therapy of the infectious disease and disease of female health, and the illness
2	SOLOSEC	6/19/2018	5,498,160	Registered	USA	Class 5- Pharmaceutical and biological preparations used in the treatment of women's health infections

DOMAIN NAMES

1. solosec.com
2. solosechcp.com
3. keepherawesome.com
4. solosec.net
5. solosec.org
6. solosec.info

PATENT