508805808 10/09/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI551407

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mylan Inc.	10/08/2024

RECEIVING PARTY DATA

Company Name:	Safecor Health, LLC	
Street Address:	4060 Business Park Drive	
City:	Columbus	
State/Country:	OHIO	
Postal Code:	43204	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	10610450	
Patent Number:	9682012	

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622272

Email: carrie.rosenburg@kirkland.com

Correspondent Name: Carrie Rosenburg
Address Line 1: Kirkland and Ellis

Address Line 2: 333 W. Wolf Point Plaza
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	51587-2	
NAME OF SUBMITTER:	Mrs. Carrie Rosenburg	
SIGNATURE:	Mrs. Carrie Rosenburg	
DATE SIGNED:	10/09/2024	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 5

source=Project Atlas - IP - Patent Assignment Agreement (Executed)#page1.tiff source=Project Atlas - IP - Patent Assignment Agreement (Executed)#page2.tiff source=Project Atlas - IP - Patent Assignment Agreement (Executed)#page3.tiff

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PATENT REEL: 068852 FRAME: 0236

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "<u>Patent Assignment</u>") is made and entered into as of October 8, 2024 (the "<u>Effective Date</u>"), between Mylan Inc., a Pennsylvania corporation ("<u>Seller</u>"), and Safecor Health, LLC, a Delaware limited liability company ("<u>Purchaser</u>"). Seller and Purchaser are sometimes referred to herein individually as a "party" and collectively as the "parties."

WHEREAS, upon the terms set forth in that certain Asset Purchase Agreement, dated as of August 2, 2024, by and between Purchaser and Seller, as supplemented, amended, restated or otherwise modified from time to time including by that certain Amendment No. 1 to Asset Purchase Agreement, dated as of October 7, 2024, (the "<u>Asset Purchase Agreement</u>"), Seller has agreed to assign, transfer, sell, and convey to Purchaser all of Seller's right, title and interest in, to and under the patents set forth on <u>Schedule A</u> (the "<u>Assigned Patents</u>").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. <u>Definitions</u>. Capitalized, undefined terms used herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.
- 2. Assignment. Seller hereby irrevocably assigns, transfers, sells, and conveys to Purchaser, and Purchaser hereby acquires and accepts, all of Seller's right, title and interest in, to and under the Assigned Patents including: (a) patents and patent applications, anywhere in the world, (i) to which any of the Assigned Patents directly or indirectly claims priority, or (ii) that claim priority to any of the Assigned Patents, and continuations, continuations-in-part, divisionals, and continuing prosecution applications of any of the foregoing, (b) the right to register, prosecute, maintain or record such Assigned Patents with any Governmental Entity, (c) the right to all past, present and future fees, income, royalties, damages and payments with respect to such Assigned Patents, and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 3. Governing Law. This Patent Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- 4. <u>Further Assurances</u>. Seller agrees to sign further instruments of conveyance and transfer or other documentation as Purchaser may reasonably request to effect, consummate, confirm or evidence the transfer of the Assigned Patents to Purchaser, without further compensation, and at the expense of Purchaser or its successors and assigns.
- 5. <u>Miscellaneous</u>. This Patent Assignment, together with the Asset Purchase Agreement, constitutes the entire agreement between Seller and Purchaser with respect to the subject matter hereof. This Patent Assignment is entered into pursuant to the terms of the Asset Purchase

PATENT REEL: 068852 FRAME: 0237 Agreement. In the event of any conflict between this Patent Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Seller and Purchaser agree that any and all representations and warranties relating to the Assigned Patents are set forth in the Asset Purchase Agreement, and no representations or warranties, express or implied, are given in this Patent Assignment. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Patent Assignment may be executed in one or more counterparts (including by facsimile or other electronic means such as ".pdf" or ".jpg" files), each of which shall be deemed an original, and all of which shall constitute one and the same Patent Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Patent Assignment to be executed by their duly authorized representatives as of the Effective Date.

SAFECOR HEALTH, LLC

Signed by:

Mark Saxon

FOAFF0020ED445D...

Name: Mark Saxon

Title: Chief Executive Officer and Treasurer

[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Patent Assignment to be executed by their duly authorized representatives as of the Effective Date.

MYLAN INC.

Signed by:
Thomas Salus
054680FOCATOROD

Name: Thomas Salus

Title: Assistant Secretary

[Signature Page to Patent Assignment Agreement]

PATENT REEL: 068852 FRAME: 0240

Schedule A

Assigned Patents

Jurisdiction	Patent No.	Issue Date	Title	Owner
USA	10,610,450	04/7/2020	CONTAINER	Mylan Inc.
			FOR STORAGE	
			OF A	
			MEDICAMENT	
USA	9,682,012	06/20/2017	CONTAINER	Mylan Inc.
			FOR STORAGE	
			OF A	
			MEDICAMENT	
India	511908	02/18/2024	A CONTAINER	Mylan Inc.
			FOR STORAGE	
			OF A	
			MEDICAMENT	

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RECORDED: 10/09/2024