

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI557613

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Eagle Pharmaceuticals, Inc.	10/11/2024
RECEIVING PARTY DATA	
Company Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 South Dearborn, Floor L2
Internal Address:	IL 1-0480
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	18498259
Application Number:	18646171
Application Number:	18646329
Application Number:	18296290
Application Number:	18296268
Application Number:	18109421
Application Number:	18506633
Application Number:	18737637
Application Number:	18470621
Application Number:	18470952
Application Number:	18456772
Patent Number:	11872214
Patent Number:	11844783
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	(800)494-5225
Email:	ipteam@cogencyglobal.com

Correspondent Name:	Jay daSilva
Address Line 1:	1025 Connecticut Avenue NW
Address Line 2:	Suite 712
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2525516 JD PAT1
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NAME OF SUBMITTER:	Andrew Hackett
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SIGNATURE:	Andrew Hackett
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DATE SIGNED:	10/11/2024
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Total Attachments: 5

source=1. Eagle Pharma - Confirmatory Grant of SI in Patents (4th Amendment) (Borrower) [Executed]#page1.tiff
source=1. Eagle Pharma - Confirmatory Grant of SI in Patents (4th Amendment) (Borrower) [Executed]#page2.tiff
source=1. Eagle Pharma - Confirmatory Grant of SI in Patents (4th Amendment) (Borrower) [Executed]#page3.tiff
source=1. Eagle Pharma - Confirmatory Grant of SI in Patents (4th Amendment) (Borrower) [Executed]#page4.tiff
source=1. Eagle Pharma - Confirmatory Grant of SI in Patents (4th Amendment) (Borrower) [Executed]#page5.tiff

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the “Confirmatory Grant”) is made effective as of October 11, 2024 by and from EAGLE PHARMACEUTICALS, INC., a Delaware corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Lenders and the Grantee have entered into a Credit Agreement dated as of January 26, 2017, as amended and restated by the Amended and Restated Credit Agreement dated as of August 8, 2017, as further amended and restated by the Second Amended and Restated Credit Agreement dated as of November 8, 2019 and as further amended and restated by the Third Amended and Restated Credit Agreement dated as of November 1, 2022 (and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor and the other Loan Parties have entered into a Pledge and Security Agreement dated as of January 26, 2017, as amended and restated by the Amended and Restated Pledge and Security Agreement dated as of November 8, 2019 and as further amended and restated by the Second Amended and Restated Pledge and Security Agreement dated as of November 1, 2022 (and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the patents (the “Patents”) listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or

acquired by the Grantor, together with (2) all proceeds and products of the Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Patents effective as of the date first written above.

EAGLE PHARMACEUTICALS, INC.

By: 

Name: Steven B. Ratoff

Title: Interim Chief Financial Officer

Signature Page for Grant of
Security Interest in United States Patents

PATENT
REEL: 068873 FRAME: 0902

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS
Exhibit A - SCHEDULE OF PATENTS

Title	Country Name	Status	Date Filed	Application #	Grant Date	Patent #	Recorded Owner
Formulations Of Bendamustine	United States of America	Issued	12/14/2022	18/081,251	01/16/2024	11872214	Eagle Pharmaceuticals, Inc.
Formulations Of Bendamustine	United States of America	Published	10/31/2023	18/498,259			Eagle Pharmaceuticals, Inc.
Formulations Of Bendamustine	United States of America	Pending	04/25/2024	18/646,171			Eagle Pharmaceuticals, Inc.
Formulations Of Bendamustine	United States of America	Pending	04/25/2024	18/646,329			Eagle Pharmaceuticals, Inc.
Formulations Of Bendamustine	United States of America	Issued	12/14/2022	18/081,238	12/19/2023	11844783	Eagle Pharmaceuticals, Inc.
Formulations Of Bendamustine	United States of America	Published	04/05/2023	18/296,290			Eagle Pharmaceuticals, Inc.
Formulations Of Bendamustine	United States of America	Published	04/05/2023	18/296,268			Eagle Pharmaceuticals, Inc.
Fulvestrant Formulations And Methods Of Their Use	United States of America	Published	02/14/2023	18/109,421			Eagle Pharmaceuticals, Inc.
Fulvestrant Formulations	United States of America	Published	11/10/2023	18/506,633			Eagle Pharmaceuticals, Inc.

Exhibit A

LEGAL_US_E # 182029871.2

Title	Country Name	Status	Date Filed	Application #	Grant Date	Patent #	Recorded Owner
Fulvestrant Formulations And Methods Of Their Use	United States of America	Pending	06/07/2024	18/737,637			Eagle Pharmaceuticals, Inc.
PEMETREXED FORMULATIONS	United States of America	Published	09/20/2023	18470621			Eagle Pharmaceuticals, Inc.
PEMETREXED FORMULATIONS	United States of America	Allowed	09/20/2023	18470952			Eagle Pharmaceuticals, Inc.
PEMETREXED FORMULATIONS	United States of America	Pending	08/28/2023	18456772			Eagle Pharmaceuticals, Inc.

PATENT

REEL: 068873 FRAME: 0904