

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI380521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cidara Therapeutics, Inc.	04/24/2024
RECEIVING PARTY DATA	
Company Name:	Napp Pharmaceutical Group Limited
Street Address:	Cambridge Science Park
Internal Address:	Milton Road
City:	Cambridge
State/Country:	UNITED KINGDOM
Postal Code:	CB4 0AB
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8722619
CORRESPONDENCE DATA	
Fax Number:	6174287045
<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:	6174280200
Email:	patentadmin@clarkelbing.com
Correspondent Name:	Michael J. BELLIVEAU
Address Line 1:	101 Federal Street
Address Line 2:	15th Floor
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	50945-005002
NAME OF SUBMITTER:	Thomas Hyde
SIGNATURE:	Thomas Hyde
DATE SIGNED:	10/11/2024
Total Attachments: 39	
source=Intellectual Property Assignment Agreement (Executed) 002002 (Redacted)#page1.tiff	
source=Intellectual Property Assignment Agreement (Executed) 002002 (Redacted)#page2.tiff	
source=Intellectual Property Assignment Agreement (Executed) 002002 (Redacted)#page3.tiff	
source=Intellectual Property Assignment Agreement (Executed) 002002 (Redacted)#page4.tiff	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”), effective as of April 24, 2024 (the “Effective Date”), is by and between CIDARA THERAPEUTICS, INC., a Delaware corporation (“Assignor”), and NAPP PHARMACEUTICAL GROUP LIMITED, a company incorporated under the laws of England with company registration number 884285 (“Assignee”).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of the date hereof (the “Agreement”);

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee agreed to purchase from Assignor, free and clear of all Encumbrances (except for Permitted Encumbrances) (each as defined in the Agreement), all of Assignor’s right, title and interest in, to and under the Business Intellectual Property (as defined in the Agreement); and

WHEREAS, the Agreement contemplates the parties hereto entering into an Intellectual Property (as defined in the Agreement) assignment agreement to effect the assignment to Assignee of the Product Patents (as defined in the Agreement), copyright registrations and applications, and Business Marks (as defined in the Agreement), in each case, within the Business Intellectual Property, and Assignor and Assignee desire this Assignment to be such assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Agreement.

2. **Assignment.** Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby purchases from Assignor, free and clear of all Encumbrances (except for Permitted Encumbrances), all of Assignor’s right, title and interest in, to and under any and all of the following (collectively, the “Assigned Intellectual Property”):

(a) the Product Patents set forth on Exhibit A-1 hereto, including all reissuances, divisions, reexaminations, provisionals, continuations, continuations-in-part, extensions, renewals and revisions of any of the foregoing;

(b) the copyright registrations and applications set forth on Exhibit A-2 hereto, including all extensions and renewals for or of any of the foregoing; and

(c) the Business Marks set forth on Exhibit A-3 hereto, including all extensions and renewals for or of, together with all goodwill associated with, any of the foregoing;

including, in each case (clauses (a) through (c) of this Section 2): (i) any and all rights throughout the world to apply for, prosecute, register and maintain the foregoing, and claim priority thereto under applicable Law or international convention; (ii) any and all claims and causes of action with

respect to any of the foregoing, whether accruing before, on or after the Effective Date (including the right to sue, recover and retain damages and obtain injunctive legal and equitable relief for (1) any past, present and future infringement, misappropriation or other violation thereof and (2) any present or future royalties or other payments due thereunder); (iii) and all corresponding rights that (now or hereafter) may be secured throughout the world with respect to any of the foregoing.

3. Further Assurances.

(a) Without limiting any rights or obligations under the Agreement, Assignor shall, at its sole cost and expense, promptly execute and deliver all such documents (including any affidavits, declarations, oaths, assignments, powers of attorney or other documents) and take all action reasonably deemed necessary by Assignee to (i) effect, evidence or perfect the assignment and conveyance of the Assigned Intellectual Property to Assignee set forth in Section 2 hereof, (ii) provide Assignee with the intended benefits of this Assignment in all material respects, and (iii) record in any applicable jurisdiction the assignment and conveyance of the Assigned Intellectual Property to Assignee set forth in Section 2 hereof. Assignor agrees to assist in the prosecution or maintenance of the Assigned Intellectual Property upon Assignee's reasonable request and at the cost and expense of Assignee.

(b) If Assignor does not promptly comply with its obligations under Section 3(a), Assignor hereby irrevocably designates and appoints Assignee as Assignor's agent and attorney-in-fact, solely to execute all such documents and take all such actions described in Section 3(a), on Assignor's behalf and in its name, to effect the assignment and conveyance of the Assigned Intellectual Property to Assignee described in Section 2 hereof.

4. Recordal. Assignor hereby authorizes and requests the Commissioner of Patents and the Commissioner of Trademarks of the United States Patent and Trademark Office, the Register of Copyrights of the United States Copyright Office and the officials of corresponding or equivalent Governmental Authorities in any applicable jurisdictions, to record and register this Assignment.

5. Miscellaneous. This Assignment: (a) shall be governed by the internal laws of the State of Delaware, without reference to its conflict of law principles; (b) together with Exhibit A hereto, the Agreement and the agreements and transactions described therein, sets forth the entire understanding of Assignor and Assignee, and supersedes all prior oral or written understandings and agreements with respect to the subject matter hereof; (c) may not be amended except by an instrument in writing signed on behalf of each of the parties hereto; (d) shall be binding upon and inure to the benefit of the Assignee and Assignor and their respective successors and assigns; and (e) may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If any term or provision hereof is held to be invalid or unenforceable, in whole or part, such term or provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Assignment. Waiver of any term or condition of this Assignment by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of the same term or condition, or a waiver of any other term or condition of this Assignment. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment. The parties hereto

acknowledge and agree that this Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Intellectual Property. For the avoidance of doubt, the representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms and conditions of this Assignment and a term or condition of the Agreement, the term or condition of the Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR

CIDARA THERAPEUTICS, INC.

By: Jeffrey Stein, Ph.D.
Name: Jeffrey Stein, Ph.D.
Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

PATENT
REEL: 069163 FRAME: 0200

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR

CIDARA THERAPEUTICS, INC.

By: _____
Name:
Title:

ASSIGNEE

NAPP PHARMACEUTICAL GROUP LIMITED

By: B. G. Lea
Name: BRYAN LEA
Title: DIRECTOR

[Signature Page to Intellectual Property Assignment Agreement]

**EXHIBIT A
ASSIGNED INTELLECTUAL PROPERTY**

See attached.

Exhibit A-1: Product Patents

C+E Reference	Citara Reference	Title	Filing Date	Renewal Fee Due Date	Country/Filing Type	Patent Application No.	Publication No.	Patent No.	Status	EP Country
50945-005002	2011.001.B.US01	ANTIFUNGAL AGENTS AND USES THEREOF	03-May-2013	13-Nov-2025	US/Continuation (Track One)	13/886,972	US 2013-0244930 AI	8,722,619	Granted	

C+E Reference	Citlara Reference	Title	Filing Date	Renewal Fee Due Date	Country/Filing Type	Patent Application No.	Publication No.	Patent No.	Status	EP Country

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[Redacted Content]										

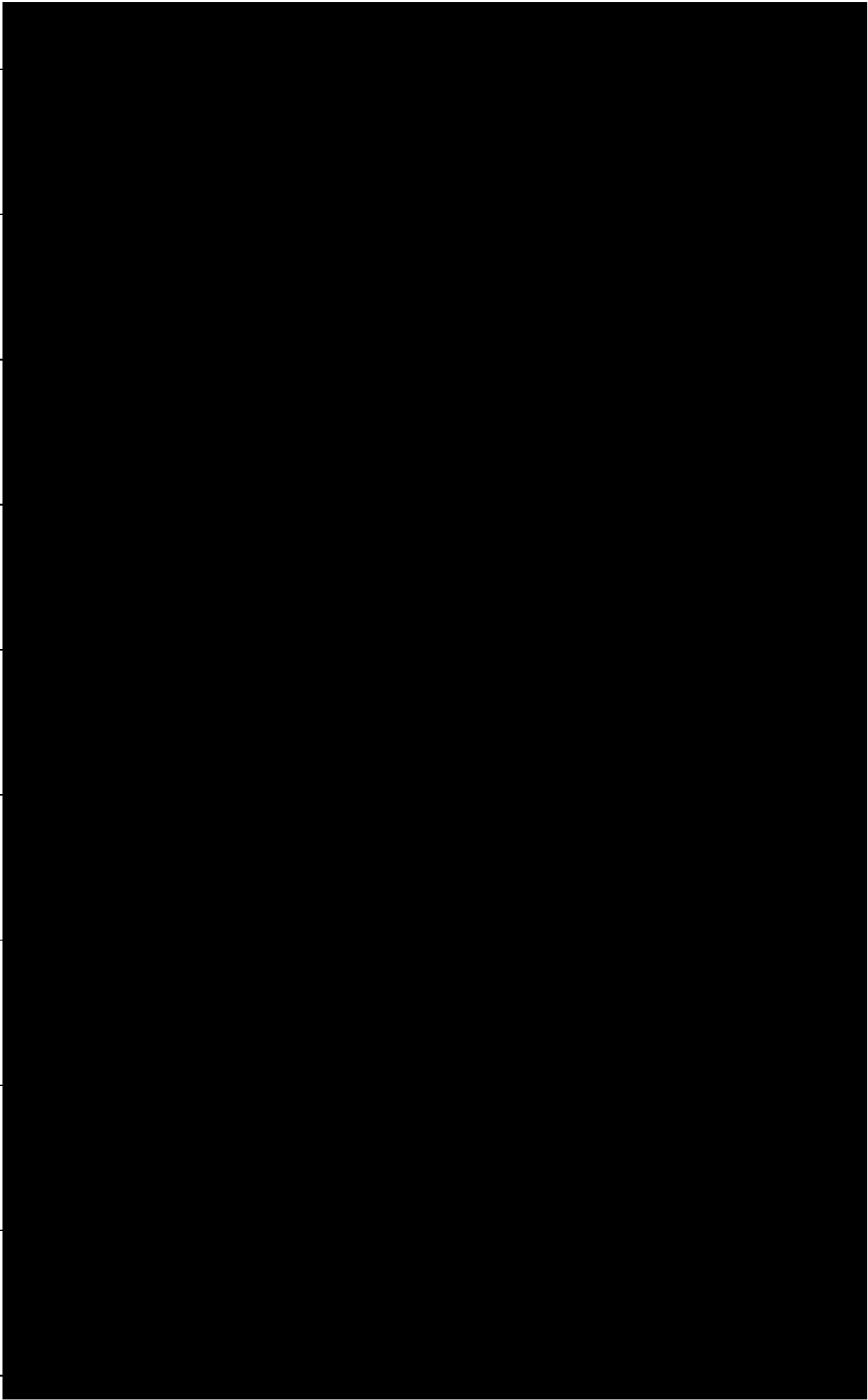
C+E Reference	Citlara Reference	Title	Filing Date	Renewal Fee Due Date	Country/Filing Type	Patent Application No.	Publication No.	Patent No.	Status	EP Country
[Redacted Content]										

Exhibit A-2: Copyrights and Copyright Applications

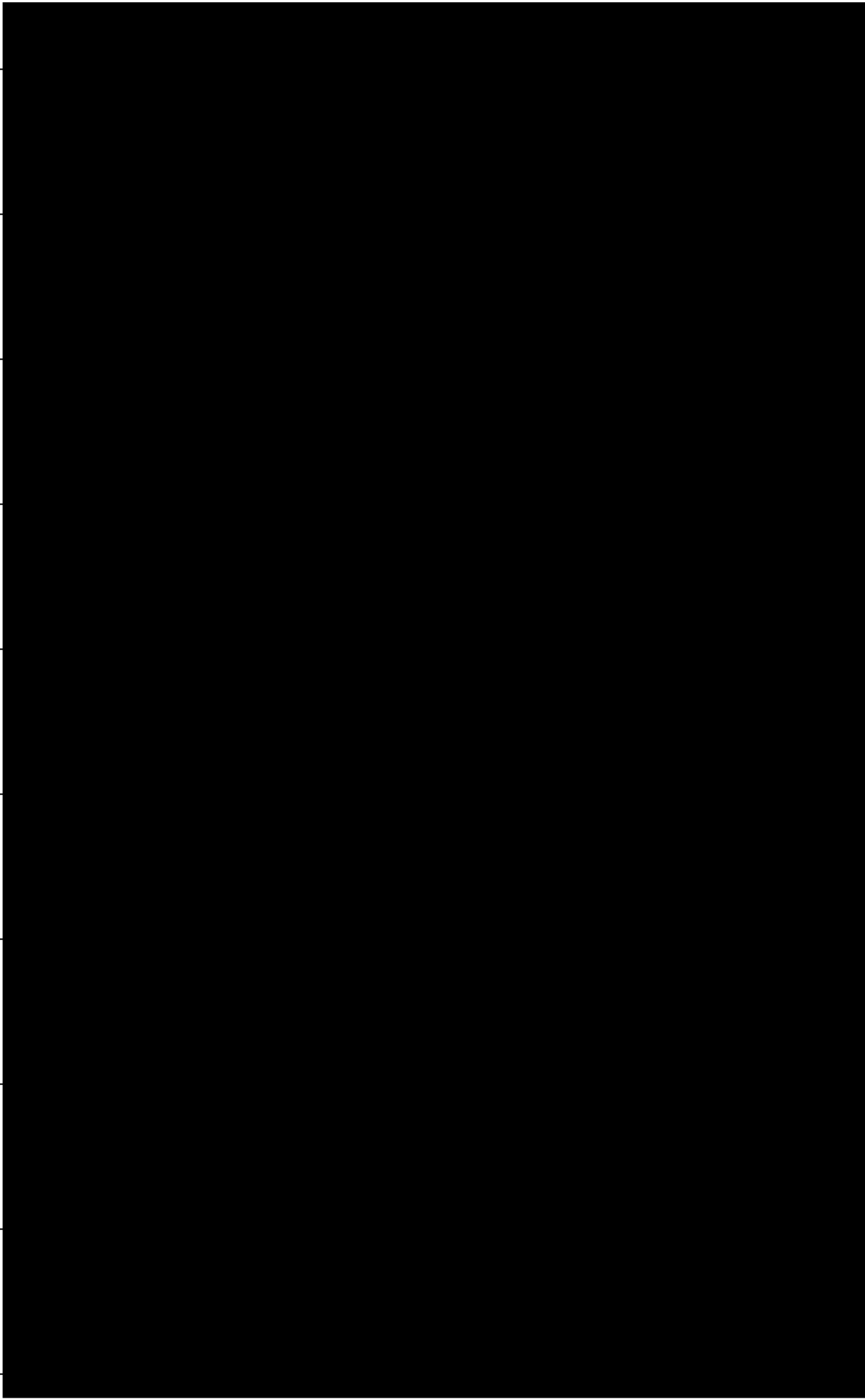
None.

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Exhibit A-3: Business Marks



Country	Trademark	Trademark Status	Application No	Application Date	Registration No	Registration Date	Renewal Date	Intclass
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Country	Trademark	Trademark Status	Application No	Application Date	Registration No	Registration Date	Renewal Date	Intclass
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