

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aprecia Pharmaceuticals Company		10/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Aprecia Pharmaceuticals, LLC		
Street Address:	6125 Commerce Court		
City:	Mason		
State/Country:	OHIO		
Postal Code:	45040		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3621718	APRECIA PHARMACEUTICALS	
Registration Number:	4978670	APRECIA PHARMACEUTICALS	
Registration Number:	4978671	APRECIA PHARMACEUTICALS	
Serial Number:	87000026	APRECIA 3D SUPPORT	
Registration Number:	4444026	ZIPDOSE	
Registration Number:	4631281	ZIPDOSE	
Registration Number:	4502502	ZIPDOSE	
Serial Number:	86348610	ZIPDOSE	
Registration Number:	4502295	SPRITAM	
Registration Number:	4965262	SPRITAM	
Serial Number:	86801831	EXPREEZ	
Serial Number:	86929859	CAROVIQ	
Serial Number:	86929862	OXPERZA	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	317-713-3412		
Email:	twagner@taftlaw.com		
TRADEMARK			

OP \$340.00 3621718

Correspondent Name: Tiffini S. Wagner
Address Line 1: One Indiana Square
Address Line 2: Suite 3500
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER: Tiffini S. Wagner, Paralegal

SIGNATURE: /Tiffini S. Wagner/

DATE SIGNED: 10/27/2017

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of October 20, 2017, is made by Aprecia Pharmaceuticals Company, a Delaware corporation (“**C-Corp**”), in favor of Aprecia Pharmaceuticals LLC, a Delaware limited liability company (“**OpCo**”), the assignee of certain assets of C-Corp pursuant to the Asset Transfer Agreement between C-Corp and OpCo dated as of the date hereof (the “**Asset Transfer Agreement**”).

WHEREAS, under the terms of the Asset Transfer Agreement, C-Corp has conveyed, transferred, and assigned to OpCo, among other assets, certain intellectual property of C-Corp, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, C-Corp hereby irrevocably conveys, transfers, and assigns to OpCo, and OpCo hereby accepts, all of C-Corp’s right, title, and interest in and to the following (the “**Assigned IP**”):
 - a. the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);
 - b. the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - c. the trade names and domain names set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
 - d. all rights of any kind whatsoever of C-Corp accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - e. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - f. 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, dilution, 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.

2. Recordation and Further Actions. C-Corp hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by OpCo. Following the date hereof, C-Corp shall take such steps and actions, and provide such cooperation and assistance to OpCo and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to OpCo, or any assignee or successor thereto.
3. Terms of the Asset Transfer Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Transfer Agreement, to which reference is made for a further statement of the rights and obligations of C-Corp and OpCo with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Transfer 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 or inconsistency between the terms of the Asset Transfer Agreement and the terms hereof, the terms of the Asset Transfer Agreement shall govern.
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

APRECIA PHARMACEUTICALS COMPANY

By 
Donald Wetherhold
Chief Executive Officer

APRECIA PHARMACEUTICALS, LLC

by Arington Management, LLC, its Manager

By 
E. Thomas Arington
Manager

[Signature Page to IP Assignment Agreement]

SCHEDULE 1

INTELLECTUAL PROPERTY

Schedule 1

Patents and Published Patent Applications

Notes on formatting: patents and applications are grouped by subject matter, using a short title and applicable M.I.T. case number as the header in bold. Aprecia-owned cases are denoted with APR in the header. Each patent or application is denoted by its publication number (or application number), with applications explicitly marked as pending. European cases are grouped under the EP publication number, with individual country codes listed in parentheses for countries in which full validation was completed. Full titles are listed for the U.S. cases.

Pertinent rights in and to the M.I.T. cases are provided by the Massachusetts Institute of Technology and Aprecia Exclusive Patent License Agreement, effective May 19, 2004, as amended. The list below reflects changes in the M.I.T. estate after licensing, including expirations and newly-issued patents from previously-pending applications.

CASES LICENSED FROM M.I.T.:

Medical Applications of Solid Freeform Fabrication – [MIT Case 6066]

US6530958 “Preparation of medical devices by solid freeform fabrication methods”

Rapidly-Dispersing Dosage Forms – [MIT Case 10590]

US6471992 “Dosage forms exhibiting rapid disperse properties, methods of use and process for the manufacture of the same”

US9114072 “Dosage forms exhibiting rapid disperse properties, methods of use and process for the manufacture of the same”

US9463160 “Dosage forms exhibiting rapid disperse properties, methods of use and process for the manufacture of the same”

CA2281473C

EP0973507B1 (BE, CH, DE, ES, FR, GB, IE, IT, NL)

JP4563516B2

JP5091910B

Multi-Phasic Dosage Forms – [MIT Case 9416]

US6280771 “Dosage forms exhibiting multi-phasic release kinetics and methods of manufacture thereof”

CA2281474C

AU733676B2

AU762258B2

EP1014950B (DE, FR, GB)

Hazardous Encapsulation – [MIT Case 9415]

US7276252 “Method and form of a drug delivery device, such as encapsulating a toxic core within a non-toxic region in an oral dosage form”

US7875290 “Method and form of a drug delivery device, such as encapsulating a toxic core within a non-toxic region in an oral dosage form”

EP1286663B1 (DE, ES, FR, GB, IT)

CA2408956C

JP5178982B2

Temperature Control – [MIT Case 9673]

US6945638 “Method and system for controlling the temperature of a dispensed liquid”

Schedule 1

Uniaxial Compression – [MIT Case 9674]

US7931914 “System and method for uniaxial compression of an article, such as a three-dimensionally printed dosage form”

US8758658 “System and method for uniaxial compression of an article, such as a three-dimensionally printed dosage form”

EP1439945B1 (DE, ES, FR, GB, IT)
CA2464478C
CA2763676C
JP4845340B

Zero-Order Dosage Forms – [MIT Case 9677]

US7300668 “System for manufacturing controlled release dosage forms, such as zero-order release profile dosage form manufactured by three-dimensional printing”

US7820201 “System for manufacturing controlled release dosage forms, such as zero-order release profile dosage form manufactured by three-dimensional printing”

EP1441703A3 (allowed)
CA2464653C
JP4551089B2

Diffusion-Controlled Dosage Forms – [MIT Case 10589]

US8088415 “Diffusion-controlled dosage form and method of fabrication including three dimensional printing”

US8465777 “Diffusion-controlled dosage form and method of fabrication including three dimensional printing”

EP1503741B1 (DE, ES, FR, GB, IT)
CA2483028C
JP5041663B

Schedule 1

CASES OWNED BY APRECIA:

Anti-Counterfeiting – [APR-1]

US8828411 “Dosage forms and methods of use thereof”
EP1827391B1 (DE, ES, FR, GB, IT)

3DP System and Equipment Assembly – [APR-2]

US8888480 “Three-dimensional printing system and equipment assembly”
US9517591
US9517592
US9610735
US app no 15/422969 (pending)

AU2013313053 B2
AU2015203562 B2
KR101572009 B1
KR101616856 B1
KR101697105 B1
JP5860570 B2
JP6088585 B2
RU2620807 C2

EP app no 13834949.3 (pending)
JP app no 2017-17254 (pending)
CA app no 2883771 (pending)
BR app no 112015004530-8 (pending)
RU app no 2017116789 (pending)
IN app no 1776/DELNP/2015 (pending)
CN app no 201380046053.0 (allowed)
CN app no 201610108014.4 (allowed)
KR app no 10-2017-7000725 (pending)
MX app no MX/a/2015/002865 (pending)
HK app no 15107507.4 (pending)
HK app no 16113483.9 (pending)

Rapid Disperse Dosage Form containing Levetiracetam – [APR-5]

US9339489 “Rapid disperse dosage form containing levetiracetam”
US9669009
US app no 15/478870 (pending)
US app no 15/596875 (pending)

AU2014228990 B2
JP6170234 B2
CA2906029 C

EP app no 14764259.9 (pending)
JP app no 2016-231964 (pending)
AU app no 2017202752 (pending)
CN app no 201480014761.0 (pending)
MX app no MX/a/2015/012134 (pending)
HK app no 16104525 (pending)
HK app no 16102815 (pending)

Schedule 1

Rapidly Dispersible Dosage Form of Topiramate – [APR-6]

US9492380

“Rapidly dispersible dosage form of topiramate”

US app no 15/244563 (pending)
EP app no 14763925.6 (pending)
JP app no 2016-503003 (pending)
CA app no 2906172 (pending)
AU app no 2014228861 (pending)
CN app no 201480015723.7 (pending)
MX app no MX/a/2015/012135 (pending)
HK app no 16101295.2 (pending)
HK app no 16102818 (pending)

Rapidly Dispersible Dosage Form of Oxcarbazepine – [APR-7]

US9314429

“Rapidly dispersible dosage form of oxcarbazepine”

US9616018

AU2014228063 B2

US app no 15/437966 (pending)
EP app no 14763545.2 (pending)
JP app no 2016-502709 (pending)
CA app no 2906107 (pending)
AU app no 2017203365 (pending)
CN app no 201480014727.3(pending)
MX app no MX/a/2015/012136 (pending)
HK app no 16102379 (pending)
HK app no 16101293 (pending)

Advanced Three-dimensional Printing System and Equipment Assembly – [APR-9]

Nonprovisional PCT app no PCT/US16/47709 (pending)

Based upon U.S. provisional pat apps no 62/208022 and no 62/208261

Schedule 1

Trademarks

APRECIA PHARMACEUTICALS

Registered service mark in U.S., Reg. No. 3621718 (SN 77431190)

Registered trademark in U.S., Reg. No. 4978670 (SN 86352559)

Registered trademark w/design in U.S., Reg. No. 4978671 (SN 86352565)



APRECIA 3D SUPPORT

Filed as service mark in U.S., SN 87000026

ZIPDOSE

Registered trademark in U.S., Reg. No. 4444026 (SN 77782635)

Registered trademark in U.S., Reg. No. 4631281 (SN 86153689)

Registered trademark w/design in U.S., Reg. No. 4502502 (SN 85722741)



Additional filing as trademark w/design in U.S., SN 86348610



SPRITAM

Registered trademark in U.S., Reg. No. 4502295 (SN 85630193)

Registered trademark w/design in U.S., Reg. No. 4965262 (SN 86348604)



EXPREEZ

Filed as trademark in U.S., SN 86801831

CAROVIQ

Filed as trademark in U.S., SN 86929859

OXPERZA

Filed as trademark in U.S., SN 86929862

Schedule 1

Domain Names

Domain names are listed alphabetically below with label followed by top-level domain (TLD) suffixes shown in bold for emphasis. This list includes variants on the company name and product name candidates (including potential misspellings):

3dpmeds.com, -.info, -.net, -.org
3dpmedication.com, -.info, -.net, -.org
3dpmedications.com, -.info, -.net, -.org
addonwithease.com, -.info, -.net, -.org
aprecia.com, -.biz, -.info, -.us
aprecia3dsupport.com, -.info, -.net, -.org
apreciacares.com, -.info, -.net, -.org
apreciainfo.com
apreciaoncall.com, -.info, -.net, -.org
aprecia-on-call.com, -.info, -.net, -.org
apreciapharma.com, -.info, -.net, -.org
caroviq.com, -.info, -.net, -.org
experiencespritam.com, -.info, -.net, -.org
expreez.com, -.info, -.net, -.org
medavoidance.com, -.info, -.net, -.org
medicationavoidance.com, -.info, -.net, -.org
myspritam.com, -.info, -.net, -.org
myspritammoment.com, -.info, -.net, -.org
oxperza.com, -.info, -.net, -.org
sipdose.com, -.info, -.net, -.org
spreetam.com, -.info, -.net, -.org
spretam.com, -.info, -.net, -.org
spritam.com, -.info, -.net, -.org
thespritamdifference.com, -.info, -.net, -.org
topizip.com
zipdose.com, -.info, -.net, -.org