

Patent Assignment Agreement

THIS PATENT ASSIGNMENT AGREEMENT is entered into as of September 8, 2017 ("Effective Date") by and between Allergan, Inc. a Delaware corporation ("Assignor"), and Saint Regis Mohawk Tribe, a federally recognized sovereign Native American Tribe ("Assignee"). Each of Assignor and Assignee are referred to herein as a "Party" and, collectively, they are referred to herein as the "Parties".

WHEREAS, Assignor is the sole and exclusive owner of the U.S. Patents and pending patent applications identified in Exhibit A (the "Assigned Patents"); and

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Assigned Patents;

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** Be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the encumbrances identified herein, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, prerogatives, benefits, and interest in and to the following:
  - (a) the Assigned Patents; and
  - (b) all rights, including any ownership claims or beneficial rights, of any kind whatsoever of Assignor that have accrued, or that may accrue now or in the future, under any of the Assigned Patents provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world ("Other Rights"); provided that such Other Rights excludes any license or agreement entered into by the Parties on or after the Effective Date.
2. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants to Assignee, as of the date hereof, that:
  - a. Assignor has all requisite power and authority, corporate or otherwise, to execute, deliver, and perform this Patent Assignment Agreement.
  - b. The execution and delivery of this Patent Assignment Agreement and the performance by Assignor of the transactions contemplated hereby have been duly authorized by all necessary corporate action, and do not violate: (a) in any material respect, any agreement, instrument, or contractual obligation to which Assignor is bound; (b) any requirement of any Applicable Law; or (c) any order, writ, judgment, injunction, decree, determination, or award of any court or Governmental Entity presently in effect applicable to Assignor.

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- c. This Patent Assignment Agreement is a legal, valid, and binding obligation of Assignor enforceable against it in accordance with its terms and conditions, subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights, judicial principles affecting the availability of specific performance, and general principles of equity (whether enforceability is considered a proceeding at law or equity).
- d. Assignor is the sole and exclusive owner of the Assigned Patents.

**3. Encumbrances.**

- a. Prior to the execution of this Assignment, Assignor and/or its affiliates have entered into certain settlement agreements and covenants not to sue ("**Settlement Agreements**") with certain third parties ("**Settlement Parties**") regarding one or more of the Assigned Patents in which license rights under the Assigned Patents were granted to the Settlement Parties and their affiliates and/or successors. The Settlement Agreements are set forth on Schedule 3a.
- b. For the avoidance of doubt, the Parties individually and mutually agree that this assignment of the Assigned Patents does not assign any Settlement Agreement to Assignee.



**4. Representations and Warranties of Assignee.**

- a. Assignee has all requisite power and authority, corporate or otherwise, to execute, deliver, and perform this Patent Assignment Agreement.
- b. The execution and delivery of this Patent Assignment Agreement and the performance by Assignee of the transactions contemplated hereby have been duly authorized by all necessary tribal action, and do not violate: (a) in any material respect, any agreement, instrument, or contractual obligation to which such Assignee is bound; (b) any requirement of any Applicable Law; or

(c) any order, writ, judgment, injunction, decree, determination, or award of any court or Governmental Entity presently in effect applicable to Assignee.

- c. This Patent Assignment Agreement is a legal, valid, and binding obligation of Assignee enforceable against it in accordance with its terms and conditions, subject to the effects of bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditor rights, judicial principles affecting the availability of specific performance, and general principles of equity (whether enforceability is considered a proceeding at law or equity).

## 5. Confidentiality and Non-Disclosure

- a. **Confidentiality Obligations.** At all times until the later of: expiration or invalidation of the Assigned Patents or for a period of fifteen (15) years thereafter, each Party shall, and shall cause its officers, directors, employees and agents (including outside counsel and consultants) to, keep confidential and not publish or otherwise disclose to a Third Party and not use, directly or indirectly, for any purpose, any Confidential Information furnished or otherwise made known to it, directly or indirectly, by the other Party, except to the extent such disclosure or use is expressly permitted by the terms of this Patent Assignment Agreement or is necessary or reasonably useful for the performance of, or the exercise of such Party's rights under, this Patent Assignment Agreement.
- b. **"Confidential Information"** means any technical, business, or other information provided by or on behalf of one Party to the other Party in connection with this Agreement, whether prior to, on, or after the Effective Date, including any information relating to the terms of this Patent Assignment Agreement and any proceeding or claim pertaining to the Assigned Patents, any development or commercialization of any product covered or claimed by the Assigned Patents. Notwithstanding the foregoing, the terms of this Agreement shall be deemed to be the Confidential Information of both Parties and both Parties shall be deemed to be the receiving Party and the disclosing Party with respect thereto.
- c. **Exceptions.** Notwithstanding Section 5(a), the confidentiality and non-use obligations under Section 5(a) with respect to any Confidential Information shall not include any information that:
- i. is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like through no fault of the receiving Party in breach of this Agreement;
  - ii. can be demonstrated by documentation or other competent proof to have been in the receiving Party's (or its affiliates') possession prior to disclosure by the disclosing Party without any obligation of confidentiality with respect to such information;

- iii. is subsequently received by the receiving Party on a non-confidential basis from a Third Party who is not bound by any obligation of confidentiality with respect to such information;
- iv. has been published by a Third Party or otherwise enters the public domain through no fault of the receiving Party in breach of this Agreement; or
- v. can be demonstrated by documentation or other competent evidence to have been independently developed by or for the receiving Party without reference to the disclosing Party's Confidential Information.

Specific aspects or details of Confidential Information shall not be deemed to be within the public domain or in the possession of the receiving Party merely because the Confidential Information is embraced by more general information in the public domain or in the possession of the receiving Party. Further, any combination of Confidential Information shall not be considered in the public domain or in the possession of the receiving Party merely because individual elements of such Confidential Information are in the public domain or in the possession of the receiving Party unless the combination and its principles are in the public domain or in the possession of the receiving Party.

- d. **Mutual Permitted Disclosures.** Each Party may disclose Confidential Information to the extent that such disclosure is:
  - i. made in response to a valid order of a court of competent jurisdiction or other Governmental Entity or, if in the reasonable opinion of the receiving Party's legal counsel, such disclosure is otherwise required by Applicable Law, including by reason of filing with securities regulators; provided, however, that the receiving Party shall first have given notice to the disclosing Party and given the disclosing Party a reasonable opportunity to quash such order or to obtain a protective order or confidential treatment order requiring that the Confidential Information and documents that are the subject of such order or are required by Applicable Law to be disclosed, as applicable, be held in confidence by such court or agency or, if disclosed, be used only for the purposes for which the order was issued or the disclosure was required by Applicable Law, as applicable; and provided, further, that the Confidential Information disclosed in response to such court or governmental order shall be limited to that information that is legally required to be disclosed in response to such court or governmental order; or
  - ii. made by or on behalf of the receiving Party or any of its affiliates to its or their attorneys, auditors, advisors, consultants, contractors or any

Governmental Entities or other Third Parties for use by such Person as may be necessary or reasonably useful in connection with the performance of the receiving Party's obligations hereunder or exercising the rights and licenses of the receiving Party hereunder; provided, however, that such persons (excluding any Governmental Entity) shall be subject to obligations of confidentiality and non-use with respect to such Confidential Information substantially similar to the obligations of confidentiality and non-use pursuant to this Section 5, either by written agreement or through professional responsibility standards.

**6. Recordation and Further Actions.**

- a. The provisions of Section 5 notwithstanding, Assignor is hereby expressly authorized to record and register a summary of this Patent Assignment upon request by Assignee or its licensee with the Commissioner for Patents in the United States Patent and Trademark Office. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Patents to Assignee, or any assignee or successor thereto.
- b. Assignor covenants and agrees that it will, at any time upon request of Assignee, without cost or further compensation, execute and deliver any and all papers or instruments that, in the reasonable opinion of the Assignee, may be necessary or desirable to secure said Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed by this instrument, subject to the encumbrances identified above.

7. **Severability.** If any provision of this Patent Assignment Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of either Party under this Patent Assignment Agreement will not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Patent Assignment Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Patent Assignment Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Patent Assignment Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and reasonably acceptable to the Parties. To the fullest extent permitted by Applicable Law, each Party hereby waives any provision of law that would render any provision hereof illegal, invalid, or unenforceable in any respect.

  
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