

SHORT FORM PATENT ASSIGNMENT

This Patent Assignment (this “Assignment”) is made as of September 8, 2017 (such date, the “Effective Date”), by and between Allergan, Inc., a Delaware corporation (“Assignor”), and Saint Regis Mohawk Tribe, a federally-recognized sovereign Native American Tribe (“Assignee”).

WHEREAS, Assignor owns the patents and patent applications set forth in Attachment A (the “Patents”);

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in, to and under the Patents; and

WHEREAS, pursuant to, and upon the terms, obligations and conditions of, the Patent Assignment Agreement dated as of September 8, 2017 (the “Long Form Agreement”), by and between Assignor and Assignee, Assignor desires to confirm and perfect its assignment, transfer, conveyance and delivery to Assignee of all of its right, title and interest in, to and under the Patents and in, to and under the inventions represented thereby, and Assignee is desirous of confirming and perfecting the same.

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

1. Assignment. As of the Effective Date, Assignor hereby conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts the from Assignor, all of Assignor’s right, title and interest in, to and under the Patents, together with any reissues, reexamination, divisions, continuations, continuations-in-part, extensions, and renewals of such Assigned Patents already granted and which may be granted thereon. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.
2. Further Assurances. As may be necessary, Assignor shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement and as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby.
3. Recordation. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Patents and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment, including but not limited to issuing any and all Letters Patents of the United States on inventions claimed in the Patents.
4. No Other Waivers of Sovereign Immunity. Assignee represents that it has not and will not waive its sovereign immunity or the sovereign immunity of any company, corporation, enterprise, authority, division, subdivision, branch or other agency, instrumentality or other government component of Assignee (each of the foregoing,

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[Handwritten signatures and date]

including Assignee, a “Tribal Party”), in each case, in relation to any inter partes review or any other proceeding in the United States Patent & Trademark Office or any administrative proceeding that may be filed for the purpose of invalidating or rendering unenforceable any Assigned Patents. For purposes of this Assignment Agreement, no provision of this Assignment Agreement should be interpreted to constitute a waiver of Assignee’s or any other Tribal Party’s sovereign immunity as to any inter partes review or similar proceedings.

5. General Provisions. Assignor and Assignee each acknowledge and agree that the representations, warranties, covenants, obligations and other terms contained in the Long Form Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Long Form Agreement, the provisions of the Long Form Agreement shall control. The parties may execute this Assignment in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile or PDF signature and such facsimile or PDF signature shall be deemed an original. The terms and conditions of this Assignment shall be binding upon the parties hereto and their respective successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

[Signatures Appear On The Following Page]

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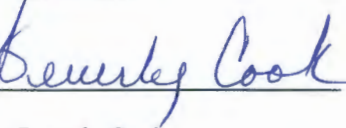
IN WITNESS THEREOF, Assignor and Assignee have caused their respective duly authorized officers to execute this Assignment as of the Effective Date.

Saint Regis Mohawk Tribe

By: 

Name: Eric Thompson

Title: Tribal Chief

By: 

Name: Beverly Cook

Title: Tribal Chief

By: 

Name: Michael Connors

Title: Tribal Chief

Allergan, Inc.


By: 

Name: A. Robert D. Bailey

Title: President

Signature Page to Short Form Patent Assignment Agreement

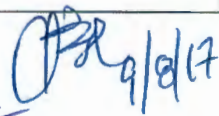
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Attachment A – The Patents

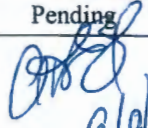
COUNTRY	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE	STATUS / COMMENTS
US	5,474,979	12-Dec-1995	08/243,279	17-May-1994	
US	5,981,607	9-Nov-1999	09/008,924	20-Jan-1998	
US	6,479,458	12-Nov-2002	10/005,829	8-Nov-2001	
US	8,629,111	14-Jan-2014	13/967,163	14-Aug-2013	
US	8,633,162	21-Jan-2014	13/967,179	14-Aug-2013	
US	8,642,556	4-Feb-2014	13/967,189	14-Aug-2013	
US	8,648,048	11-Feb-2014	13/967,168	14-Aug-2013	
US	8,685,930	01-Apr-2014	13/961,828	07-Aug-2013	
US	9,248,191	02-Feb-2016	14/222,478	21-Mar-2014	
US	-	-	13/961,835	07-Aug-2013	Abandoned
US	-	-	13/961,818	07-Aug-2013	Abandoned
US	-	-	13/961,808	07-Aug-2013	Abandoned
US	8,618,064	31-Dec-2013	11/897,177	28-Aug-2007	
US	-	-	15/585,320	3-May-2017	Pending
US	-	-	15/011,159	29-Jan-2016	Abandoned
US	-	-	60/503,137	15-Sep-2003	Lapsed Provisional
US	-	-	10/927,857	27-Aug-2004	Abandoned
US	7,135,455	14-Nov-2006	10/990,054	15-Nov-2004	
US	7,368,426	6-May-2008	11/429,050	5-May-2006	
US	-	-	11/998,505	30-Nov-2007	Abandoned
US	-	-	12/506,612	21-Jul-2009	Abandoned
US	7,151,085		10/990,055	15-Nov-2004	
US	7,902,155		11/479,741	30-Jun-2006	
US			11/479,481	30-Jun-2006	
US	-	-	11/181,509	13-Jul-2005	Abandoned
US	8,288,348	16-Oct-2012	11/917,448	13-Dec-2007	
US	-	-	13/649,287	11-Oct-2012	Abandoned
US	7,276,476	2-Oct-2007	11/181,187	13-Jul-2005	
US	-	-	11/181,409	13-Jul-2005	Abandoned
US	7,288,520	30-Oct-2007	11/255,821	19-Oct-2005	
US	8,563,518	22-Oct-2013	13/536,479	28-Jun-2012	
US	9,101,574	11-Aug-2015	11/181,409	13-Jul-2005	
US	-	-	14/822,682	10-Aug-2015	Pending
US	8,211,855	3-Jul-2012	11/857,223	18-Sep-2007	

Attachment A to Short Form Patent Assignment Agreement

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COUNTRY	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE	STATUS / COMMENTS
US	7,297,679	20-Nov-2007	11/181,178	13-Jul-2005	
US	8,575,108	5-Nov-2013	11/940,652	15-Nov-2007	
US	8,969,307	3-Mar-2015	14/071,427	4-Nov-2013	
US	-	-	14/635,648	2-Mar-2015	Pending
US	7,202,209	10-Apr-2007	11/181,428	13-Jul-2005	
US	8,536,134	17-Sep-2013	11/679,934	28-Feb-2007	
US	8,969,306	3-Mar-2015	14/027,006	13-Sep-2013	
US	-	-	14/635,734	2-Mar-2015	Pending
US	7,501,393	10-Mar-2009	11/161,218	27-Jul-2005	
US	8,906,861	9-Dec-2014	12/361,335	28-Jan-2009	
US	7,745,400	29-Jun-2010	11/548,631	11-Oct-2006	
US	-	-	13/966,744	14-Aug-2013	Abandoned
US	-	-	13/966,770	14-Aug-2013	Abandoned
US	-	-	13/966,849	14-Aug-2013	Abandoned
US	-	-	13/966,888	14-Aug-2013	Abandoned
US	-	-	13/966,925	14-Aug-2013	Abandoned
US	-	-	13/957,722	2-Aug-2013	Abandoned
US	-	-	13/957,772	2-Aug-2013	Abandoned
US	-	-	13/957,796	2-Aug-2013	Abandoned
US	-	-	13/957,858	2-Aug-2013	Pending
US	-	-	13/957,886	2-Aug-2013	Abandoned
US	8,501,174	6-Aug-2013	12/825,116	28-Jun-2010	
US	-	-	60/596,709	14-Oct-2005	Lapsed Provisional
US	7,557,082	7-Jul-2009	11/681,152	1-Mar-2007	
US	8,207,129	26-Jun-2012	12/497,886	6-Jul-2009	
US	-	-	60/779,120	3-Mar-2006	Lapsed Provisional
US	9,561,178	7-Feb-2017	11/781,095	20-Jul-2007	
US	-	-	11/858,200	20-Sep-2007	Abandoned
US	-	-	12/035,698	22-Feb-2008	Abandoned
US	-	-	15/425,836	6-Feb-2017	Pending
US	-	-	60/820,239	25-Jul-2006	Lapsed Provisional
US	-	-	60/829,796	17-Oct-2006	Lapsed Provisional
US	-	-	12/759,431	13-Apr-2010	Pending
US	-	-	14/491,907	19-Sep-2014	Abandoned
US	-	-	61/169,196	14-Apr-2009	Lapsed Provisional
US	-	-	12/771,952	30-Apr-2010	Abandoned
US	-	-	14/837,733	27-Aug-2015	Pending

Attachment A to Short Form Patent Assignment Agreement

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