## 504538914 09/08/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4585621

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

## **CONVEYING PARTY DATA**

| Name           | Execution Date |
|----------------|----------------|
| ALLERGAN, INC. | 09/08/2017     |

## **RECEIVING PARTY DATA**

| Name:           | SAINT REGIS MOHAWK TRIBE |  |
|-----------------|--------------------------|--|
| Street Address: | 412 STATE ROUTE 37       |  |
| City:           | AKWESASNE                |  |
| State/Country:  | NEW YORK                 |  |
| Postal Code:    | 13655                    |  |

## **PROPERTY NUMBERS Total: 6**

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 8629111 |
| Patent Number: | 8633162 |
| Patent Number: | 8642556 |
| Patent Number: | 8648048 |
| Patent Number: | 8685930 |
| Patent Number: | 9248191 |

# **CORRESPONDENCE DATA**

**Fax Number:** (714)246-4249

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.

**Phone:** 714-246-4500

Email: patents\_ip@allergan.com

Correspondent Name: ALLERGAN, INC.

Address Line 1:2525 DUPONT DRIVE, T2-7HAddress Line 4:IRVINE, CALIFORNIA 92612-1599

| ATTORNEY DOCKET NUMBER: | 17618           |
|-------------------------|-----------------|
| NAME OF SUBMITTER:      | LAURA L. WINE   |
| SIGNATURE:              | /Laura L. Wine/ |
| DATE SIGNED:            | 09/08/2017      |
| Tatal Attachmanta C     |                 |

Total Attachments: 6

**PATENT** 

504538914 REEL: 043532 FRAME: 0422



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#### 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:

- 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. <u>Further Assurances</u>. 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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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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PATENT REFL 043532 FRAME: 0425 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

Name: Eric Thompson

Title: Tribal Chief

Name: Beverly Cook

Title: Tribal Chief

Name: Michael Conners

Title: Tribal Chief

Allergan, Inc.

Name: A. Robert D. Bailey

Title: President

Signature Page to Short Form Patent Assignment Agreement

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