#### **EXECUTION VERSION**

#### 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,

1



9-8-17 OK 9/8/17

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]



2

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

Ву:

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

9-8/17 ET



## 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



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

Attachment A to Short Form Patent Assignment Agreement



# DOCKET

# Explore Litigation Insights



Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

# **Real-Time Litigation Alerts**



Keep your litigation team up-to-date with **real-time** alerts and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## **Advanced Docket Research**



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

# **Analytics At Your Fingertips**



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

### API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

### **LAW FIRMS**

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

### **FINANCIAL INSTITUTIONS**

Litigation and bankruptcy checks for companies and debtors.

## **E-DISCOVERY AND LEGAL VENDORS**

Sync your system to PACER to automate legal marketing.

