

AO 128 (Rev. 08/10)

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court for the District of Delaware on the following

Trademarks or Patents. (the patent action involves 35 U.S.C. § 292.)

DOCKET NO.	DATE FILED	U.S. DISTRICT COURT
15-116 (LPS)	2/2/2015	for the District of Delaware
PLAINTIFF		DEFENDANT
COSMO TECHNOLOGIES LIMITED, et al.		PAR PHARMACEUTICAL, INC.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 7,410,851 B2	8/12/2008	Cosmo Technologies Limited
2 7,431,943 B1	10/7/2008	Dismissed from Action by First Amended Complaint 11/16/2015
3 8,283,273 B2	10/23/2012	Cosmo Technologies Limited
4 8,784,888 B2	7/22/2014	Cosmo Technologies Limited
5 8,895,064 B2	11/25/2014	Dismissed from Action by First Amended Complaint 11/16/2015

In the above--entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY	
5/10/2016	<input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 9,320,716 B2	4/26/2016	Cosmo Technologies Limited
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In the above--entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT <p style="font-size: 1.2em; text-align: center;"><i>Consent Judgment and Dismissal</i></p>
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CLERK <i>John A. Cerino</i>	(BY) DEPUTY CLERK	DATE <i>7-25-2016</i>
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Copy 1--Upon initiation of action, mail this copy to Director Copy 3--Upon termination of action, mail this copy to Director
 Copy 2--Upon filing document adding patent(s), mail this copy to Director Copy 4--Case file copy

ADDENDUM TO AO 120 (ADDITIONAL PATENTS)

DOCKET NO. 15-116 (LPS)		DATE FILED 2/2/2015	U.S. DISTRICT COURT for the District of Delaware
PLAINTIFF COSMO TECHNOLOGIES LIMITED, et al.		DEFENDANT PAR PHARMACEUTICAL, INC.	
PATENT OR TRADEMARK NO.		DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
6	RE43,799 E	11/13/2012	Cosmo Technologies Limited
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2. The term “Affiliate” means: any Person that controls, is controlled by or is under common control with such first Person. For purposes of this definition only, “control” means (1) to possess, directly or indirectly, the power to direct management or policies of a Person, whether through ownership of voting securities, by contract relating to voting rights or corporate governance, or otherwise or (2) to own, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities, or other voting ownership interest, of a Person.

3. The term “NDA Approved Product” means the product that is approved for distribution in the United States under New Drug Application No. 203634.

4. The term “Par’s ANDA” means Abbreviated New Drug Application No. 206131, including all amendments and supplements thereto.

5. The term “Par’s ANDA Product” means budesonide tablets that are the subject of Par’s ANDA.

6. The term “Person” means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department or agency of a government.

7. The term “Proceeding” means any action, litigation or other proceeding (including any interference, re-examination, *inter partes* review, post-grant, *ex parte*, or opposition proceeding) at or before the USPTO or any court or other governmental body.

8. The term “USPTO” means the United States Patent and Trademark Office and shall include the Patent Trial and Appeal Board, the Board of Patent Appeals and Interferences, and any other administrative board or court related thereto.

9. Par, its Affiliates and each of their respective predecessors, successors, assigns, agents, officers, directors, employees, and representatives (collectively "Par's Releasors") have acknowledged, admitted, and agreed that each of U.S. Patent No. 7,410,651; U.S. Patent No. 7,431,943; U.S. Patent No. 8,293,273; U.S. Patent No. 8,784,888; U.S. Patent No. 8,895,064; U.S. Patent No. RE 43,799; U.S. Patent No. 9,192,581; and U.S. Patent No. 9,320,716 (each hereinafter "Asserted Patent"), is valid and enforceable in the above-captioned litigation or any other or future Proceeding the subject matter of which is Par's ANDA Product.

10. Each of Par's Releasors has acknowledged, admitted, and agreed that each Asserted and Related Patent would be infringed by the making, having made, use, sale, offer to sell, or importation of Par's ANDA Product in or for the United States.

11. Each of Par's Releasors has agreed not to challenge or otherwise dispute or contest, and not to assist any other Person, whether directly or indirectly, in challenging or otherwise disputing or contesting, the validity, enforceability or patentability of any of the Asserted Patents in any Proceeding, as such assertions relate to Par's ANDA or Par's ANDA Product; or the infringement of any of the Asserted Patents by the making, having made, use, sale, offer to sell, or importation of Par's ANDA Product in or for the United States.

12. Par, including its successors and assigns, are enjoined, directly and indirectly, on their own part or through their respective Affiliates, licensees, sublicensees or other Persons, from (a) marketing, distributing, having distributed, offering for sale, selling or taking orders for Par's ANDA Product in or for the United States or (b) licensing, sublicensing, enabling, permitting or causing (or continuing to license, sublicense, knowingly enable, permit or cause) any Person to do any of the foregoing, except in each case (a) and (b) solely as and to the extent specifically authorized by the Settlement and License Agreement.

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