

AO 120 (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 8/25/2015	U.S. DISTRICT COURT for the District of Delaware
PLAINTIFF CEPHALON, INC.		DEFENDANT PANACEA BIOTEC, LTD.,
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 US 8,445,524 B2	5/21/2013	Cephalon, Inc.
2 US 8,791,270 B2	7/29/2014	Cephalon, Inc.
3 US 8,669,279 B2	3/11/2014	Cephalon, Inc.
4 US 8,883,836 B2	11/11/2014	Cephalon, Inc.
5 US 8,895,756 B2	11/25/2014	Cephalon, Inc.

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

DATE INCLUDED	INCLUDED BY <input 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		
2		
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT Consent judgment attached

CLERK John A. Cerino	(BY) DEPUTY CLERK /s/ Mark Buckson	DATE 3/8/2016
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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

)	
)	
IN RE BENDAMUSTINE CONSOLIDATED)	
CASES II)	
)	C.A. No. 15-404-GMS (consolidated)
)	
_____)	
CEPHALON, INC.,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 15-735-GMS
)	
PANACEA BIOTEC LTD.,)	
)	
Defendant.)	

**CONSENT JUDGMENT BETWEEN
CEPHALON, INC. AND PANACEA BIOTEC LTD.**

Cephalon, Inc. ("Plaintiff") and Panacea Biotec, Ltd. ("Defendant") have agreed to terms and conditions representing a negotiated settlement of this action and have set forth those terms and conditions in a Settlement and License Agreement, dated February 29, 2016 (the "Settlement and License Agreement"). Now the parties, having consented and stipulated to the entry of this Consent Judgment, as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction over the parties and the subject matter of this action;
2. Plaintiff has asserted that its United States Patent Nos. 8,445,524; 8,669,279; 8,791,270; 8,883,836 and 8,895,756 ("the patents-in-suit") are enforceable and valid and that the patents-in-suit would be infringed by the manufacture, use, sale, offer for sale, or importation of Defendant's Products, as defined in the Settlement and License Agreement and described in Defendant's Abbreviated New Drug Application No. 207543 ("Defendant's ANDA");

3. In view of the Settlement and License Agreement, the parties have agreed to forego any further litigation involving their respective assertions of infringement, invalidity and/or unenforceability;

4. Judgment is hereby entered in favor of Plaintiff, as Defendant has admitted solely with respect to Defendant's ANDA and Defendant's Products that the patents-in-suit are enforceable and valid and that one or more of the patents-in-suit would be infringed by the manufacture, use, sale, offer for sale, or importation of Defendant's Products;

5. Pursuant to 35 U.S.C. § 271(e)(4)(A), the effective date of any approval of the products that are the subject of Defendant's ANDA shall be not earlier than the expiration of the patents-in-suit, except to the extent expressly permitted by Plaintiff under the Settlement and License Agreement;

6. Pursuant to 35 U.S.C. § 271(e)(4)(B), and 35 U.S.C. § 283, Defendant, including its respective officers, agents, servants, employees, attorneys, and other persons who are in active concert or participation with the individuals who receive actual notice of this Consent Judgment are enjoined from making, using, offering to sell, or selling within the United States, or importing into the United States, Defendant's Products until the expiration of the patents-in-suit, except to the extent expressly permitted by Plaintiff under the Settlement and License Agreement;

7. Each Party shall bear its own costs, attorneys' fees, and expenses incurred in connection with this action; and

8. This Court retains jurisdiction to enforce or supervise performance under this Consent Judgment and the Settlement and License Agreement.

/s/ Karen E. Keller

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Dated: March 1, 2016

/s/ Sean M. Brennecke

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IT IS SO ORDERED, DECREED, AND ADJUDGED this 4th day of March, 2016



The Honorable Gregory M. Sleet
United States District Judge