

ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Udaya KOTREKA
18919 Porterfield Way
Germantown, Maryland 20874
Deepak PHADKE
14313 West 123 rd Street
Olathe, Kansas 66062

("Assignor(s)"), hereby sells, assigns, transfers, and conveys unto

Vanda Pharmaceuticals Inc.
having a principal place of business at
2200 Pennsylvania Avenue NW, Suite 300-E
Washington, DC 20037

("Assignee"), all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, "Rights"):

1. The patent application(s) listed in the following table ("Application(s)");

Patent Appln. No.	Country / Region	Filing Date	Title
62/944,074	US	December 5, 2019	Ophthalmic Pharmaceutical Compositions
	PCT		

2. All inventions claimed and/or capable of being claimed in the Application(s) ("Invention(s)");
3. All rights with respect to the Invention(s), including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Invention(s) or from any direct or indirect divisions, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application(s) ("Potential Patents");
4. All reissues, reexaminations, extensions, or registrations of the Potential Patents;
5. All non-United States patents, patent applications, and counterparts relating to and/or based upon any or all of the Invention(s), the Application(s), and the Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances

(collectively, "Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;

6. All rights to claim priority rights deriving from the Application(s);

7. All existing and/or potential causes of action and remedies related to any or all of the Application(s), the Invention(s), the Potential Patents, and the Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and

8. Any and all other rights and interests arising out of, in connection with, or in relation to the Application(s), the Invention(s), Potential Patents, and the Foreign Rights.

Assignor(s) shall not sign any document or do any act conflicting with this Assignment.

Assignor(s) shall, without further compensation, sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any prosecution, litigation, or interference proceedings), or perfect or defend title to the Rights.

Assignor(s) requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

Assignor(s) hereby authorizes and requests the firm of Baker & Hostetler LLP to insert on this Assignment any further identification, including, for example, patent application numbers and filing dates, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or foreign jurisdictions for recordation of this document.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, legal representatives, and assigns and shall be binding upon Assignor(s), their successors, legal representatives and assigns.

By: _____


Udaya KOTREKA

Dated: _____

01/06/2020



STATE OF Washington DC

COUNTY OF _____

On the aforementioned date, before me personally appeared **Udaya KOTREKA**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within the Assignment and acknowledged to me that he/she executed the Assignment as a free act and deed.

[Signature] 1/6/2020
Notary Public

By: _____
Deepak PHADKE

Dated: _____

STATE OF _____

COUNTY OF _____

On the aforementioned date, before me personally appeared **Deepak PHADKE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within the Assignment and acknowledged to me that he/she executed the Assignment as a free act and deed.

Notary Public

STATE OF _____

COUNTY OF _____

On the aforementioned date, before me personally appeared **Udaya KOTREKA**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within the Assignment and acknowledged to me that he/she executed the Assignment as a free act and deed.

Notary Public

By: *Deepak Phadke*
Deepak PHADKE

Dated: Jan 16, 2020

~~STATE OF~~ Washington, DC
~~COUNTY OF~~ _____

On the aforementioned date, before me personally appeared **Deepak PHADKE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within the Assignment and acknowledged to me that he/she executed the Assignment as a free act and deed.

[Signature] 01/16/2020
Notary Public

