

## AMENDED AND RESTATED IP ASSIGNMENT AGREEMENT

THIS AMENDED AND RESTATED IP ASSIGNMENT AGREEMENT (this “Assignment”) dated as of September 14, 2023 and effective as of the Effective Date (defined below), is entered into between Amphastar Pharmaceuticals, Inc., a Delaware corporation having its principal place of business at 11570 Sixth Street Rancho Cucamonga, CA 91730 (“Assignee”), and Eli Lilly and Company, an Indiana corporation with a place of business at Lilly Corporate Center, Indianapolis, Indiana 46285 (“Assignor”). Each of Assignee and Assignor are referred to herein as a “Party” and, collectively, as the “Parties”. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

### RECITALS

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 21, 2023 (the “Asset Purchase Agreement”), pursuant to which Assignor has agreed to sell, assign and transfer to Assignee the Seller Product Intellectual Property, including the Product Patents (set forth in Schedule A) and the Product Trademark and Domain Names (set forth in Schedule B) (collectively, the “Assigned IP”);

**WHEREAS**, the Assignee and the Assignor entered into an IP Assignment Agreement (the “Original Assignment”) effective as of June 30, 2023 (the “Effective Date”);

**WHEREAS**, this Assignment is the IP Assignment Agreement referred to in Article 1 of the Asset Purchase Agreement, and attached as Exhibit C thereto; and

**WHEREAS**, the Parties desire to amend, restate and supersede the Original Assignment in its entirety with this Assignment, such Assignment to be effective as of the Effective Date.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (including as set forth in the Asset Purchase Agreement), the Parties agree as follows:

### ASSIGNED IP

Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee and its successors, assigns and other legal representatives, all of Assignor’s right, title and interest in and to the Assigned IP, together with the goodwill of the business associated with and symbolized by the Product Trademark and Domain Names, the right of the Assignee to bring actions and claim relief in respect of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Assigned IP, and the right to claim priority to and from the Product Patents (in each case, as more fully set forth in the Asset Purchase Agreement).

## RECORDATION AND FURTHER ASSURANCES

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record, at the Assignee's sole cost and expense, Assignee as the assignee and owner of the Assigned IP, to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, and to issue to Assignee and its successors, assigns or other legal representatives all future certificates, notices and any other communications bearing on the Assigned IP. Assignor hereby authorizes the relevant Internet domain names registrar to record Assignee as the assignee and owner of the domain names with the Product Trademark and Domain Name. Assignor shall at all times after the Effective Date and subject to the terms and conditions of the Asset Purchase Agreement and this Assignment, at the sole cost and expense of the Assignee, provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) as may be necessary or reasonably useful for the purpose of giving effect to this Assignment and to reasonably assist Assignee in exercising all rights with respect to the Assigned IP.

## MISCELLANEOUS

The sale and purchase of the Transferred Assets, and the assignment and assumption of the Assumed Liabilities, made hereunder are made in accordance with and subject to the Asset Purchase Agreement (including the representations, warranties, covenants and agreements contained therein). (i) In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede, and prevail, and (ii) notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the Parties contained in the Asset Purchase Agreement or the survival thereof; provided, that notwithstanding clauses (i) and (ii) of this sentence, if a Product Patent or a Product Trademark and Domain Name is listed on Schedule A or Schedule B, respectively, such Assigned IP listed therein shall be a Transferred Asset for purposes of the Asset Purchase Agreement, this Assignment and any other Ancillary Agreement; provided further, that the foregoing proviso shall be disregarded for purposes of any representations and warranties made as of the date of the Asset Purchase Agreement. This Assignment amends, restates, and supersedes the Original Assignment in its entirety.

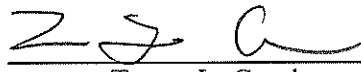
The terms of Sections 12.2 ("Notices"), 12.4 ("Severability"), 12.5 ("Counterparts"), 12.6 ("Entire Agreement"), 12.7 ("Assignment"), 12.9 ("Amendment; Waiver"), 12.11 ("Governing Law; Submission to Jurisdiction"), and 12.13 ("Rules of Construction") of the Asset Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

*Remainder of the page intentionally left blank intentionally; signature pages follow.*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be signed by their respective representatives thereunto duly authorized, all as of the Effective Date.

**ASSIGNOR**

**ELI LILLY AND COMPANY**

By:  \_\_\_\_\_  
Name: Tonya L. Combs  
Title: Sr. VP, Deputy General Patent Counsel

**ASSIGNEE**

**AMPHASTAR PHARMACEUTICALS, INC.**

By: Jacob Liawatidewi  
Name: Jacob Liawatidewi  
Title: EVP Corporate Administration Center

Schedule A

Product Patents

REDACTED

REDACTED

**REDACTED**

**REDACTED**





**REDACTED**

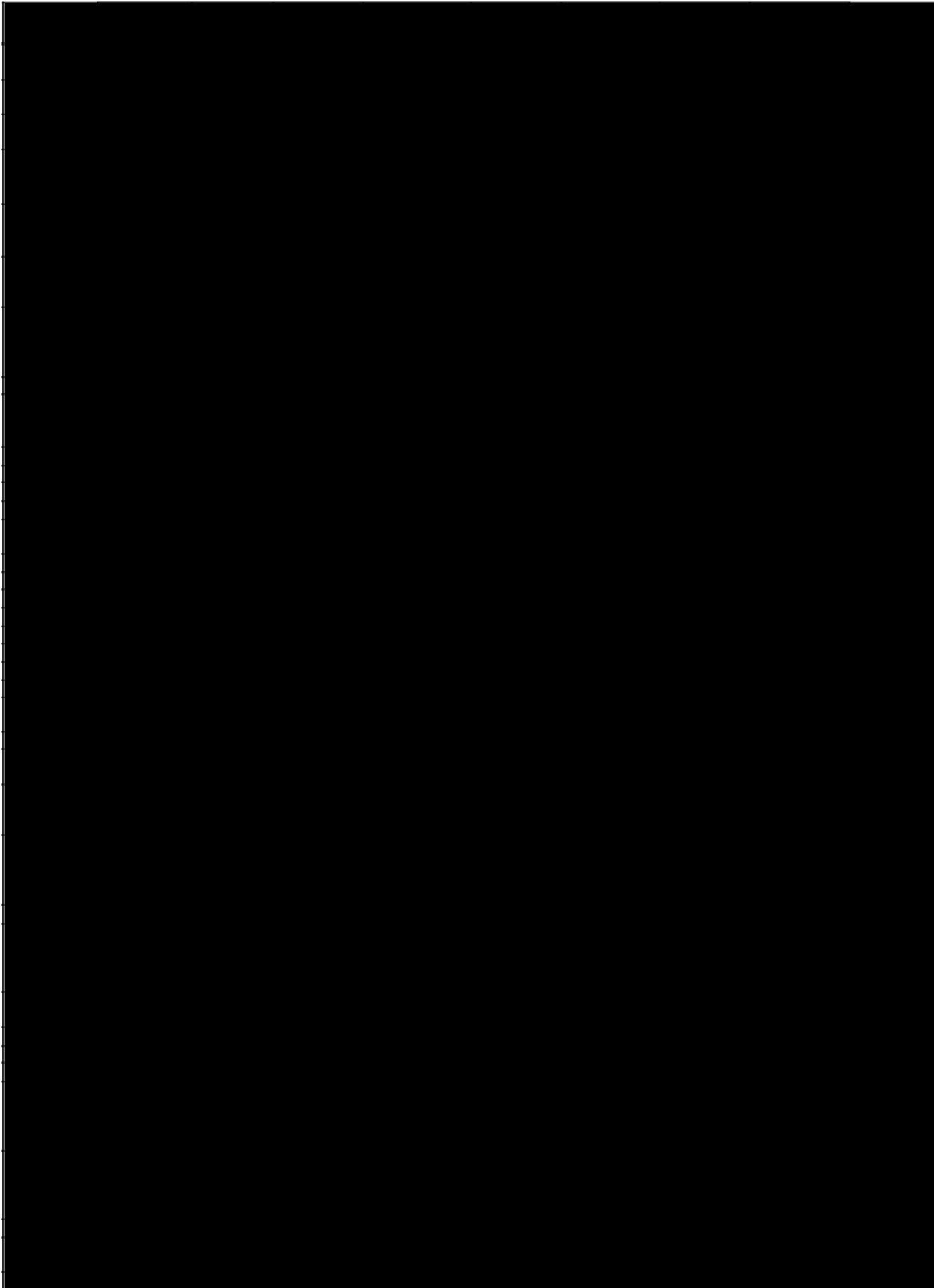
**REDACTED**

## Schedule B

### Product Trademark and Domain Names

**Trademark:**

Mark Name	Country	Status	Filed Date	Application No.	Registration Date	Registration No.	Renewal Due Date	Mark Image	Upcoming Deadlines
BAQSIMEE	Canada	Registered	2018-04-24	1895606	2019-11-27	TMA1064544	2029-11-27		
BAQZIMI	Canada	Registered	2018-04-24	1895608	2019-11-27	TMA1064538	2029-11-27		
BAQSIMI	Canada	Registered	2016-03-10	1771817	2019-08-02	TMA1046545	2029-08-02		
BAKSIMI	Canada	Registered	2018-04-26	1895607	2019-11-27	TMA1064542	2029-11-27		
BAQSIMI and DESIGN	Canada	Registered	2018-09-21	1921373	2019-11-27	TMA1064536	2029-11-27		
BAQSIMI and DESIGN	Canada	Registered	2018-09-21	1921374	2019-11-27	TMA1064537	2029-11-27		
BAQSIMY	Canada	Registered	2018-04-24	1895605	2019-11-27	TMA1064543	2029-11-27		
BIQSIMI	Canada	Registered	2018-04-24	1895610	2019-11-27	TMA1064547	2029-11-27		
BAQSYMI	Canada	Registered	2018-04-24	1895609	2019-11-27	TMA1064535	2029-11-27		



Mark Name	Country	Status	Filed Date	Application No.	Registration Date	Registration No.	Renewal Due Date	Mark Image	Upcoming Deadlines
[REDACTED]									
Severe Lows? Spray it in the nose	Canada	Registered	2019-12-05	1999716	2022-03-02	TMA1121678	2032-03-02		
[REDACTED]									
<a href="#">BAOSI</a>	<a href="#">Canada</a>	<a href="#">Registered</a>	<a href="#">2014-10-30</a>	<a href="#">1700465</a>	<a href="#">2019-09-20</a>	<a href="#">IMA1055605</a>	<a href="#">2039-09-20</a>		
[REDACTED]									

**Domain Names:**

REDACTED

REDACTED

**REDACTED**