IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

TCD ROYALTY SUB, LLC, Plaintiff, v. DR. REDDY'S LABORATORIES, LTD.; DR. REDDY'S LABORATORIES, INC.; PROMIUS PHARMA, LLC; GALDERMA LABORATORIES, L.P.; and NESTLÉ SKIN HEALTH S.A.; Defendants.	)	REDACTED PUBLIC VERSION C.A. No.: 15-670-LPS

SECOND AMENDED COMPLAINT

Plaintiff TCD Royalty Sub, LLC ("TCD"), for its Second Complaint against Defendants Galderma Laboratories, L.P. ("Galderma Labs"), Nestlé Skin Health S.A. ("NSH") (collectively "Galderma Labs" and "NSH" will be referred to as "Galderma"), Dr. Reddy's Laboratories, Ltd. ("DRL Ltd."), Dr. Reddy's Laboratories, Inc. ("DRL Inc."), and Promius Pharma, LLC ("Promius") (collectively, DRL Ltd., DRL Inc., and Promius will be referred to as "DRL"), hereby alleges as follows:

THE PARTIES

1. Plaintiff TCD is a limited liability company organized and existing under the laws of the State of Delaware, having a principal place of business at 222 Delaware Avenue, Suite 1200, Wilmington, DE 19801.

2. Defendant Galderma Labs is a privately held partnership registered in the State of Texas, having a principal place of business at 14501 North Freeway, Fort Worth, Texas 76177.

3. Defendant NSH is a "societe anonyme" organized and existing under the laws of Switzerland, having a principal place of business at Avenue Gratta Paille 2, 1018 Lausanne, Switzerland. Galderma Labs and NSH are affiliates of each other and of companies owned and controlled by Nestlé S.A., Avenue Nestlé 55, CH-1800 Vevey, Switzerland.

4. Upon information and belief, Defendant Promius is a limited liability company organized and existing under the laws of the State of Delaware, having a principal place of business at 200 Somerset Corporate Blvd, Bridgewater, New Jersey 08540, and is a wholly-owned subsidiary, affiliate and agent of Defendants DRL Inc. and DRL Ltd.

5. Upon information and belief, Defendant DRL Inc. is a corporation organized and existing under the laws of the State of New Jersey, having a principal place of business at 107 College Road East, Princeton, New Jersey 08540, and is a wholly-owned subsidiary, affiliate and agent of Defendant DRL Ltd. and is also an affiliate of Promius.

6. Upon information and belief, Defendant DRL Ltd. is a corporation organized and existing under the laws of India, having a principal place of business at 8-2-337, Road No. 3, Banjara Hills, Hyderabad 500 034, Telangana, India and is an affiliate of DRL, Inc. and Promius.

NATURE OF THE ACTION

7. This is a civil action for infringement of United States Patent 7,749,532 ("the '532 patent"); 8,206,740 ("the '740 patent"); 8,394,405 ("the '405 patent"); 8,394,406 ("the '406 patent"); 8,470,364 ("the '364 patent"); and 8,709,478 ("the '478 patent") (collectively, "the patents-in-suit"). (Exhibits A-F). These patents are sometimes referred to as the "*Chang* patents." This action arises under the Patent Laws of the United States, 35 U.S.C. §§ 100 *et seq.*, as well as the Declaratory Judgment Act, 28 U.S.C. §§ 2201-02.

8. This is also an action for breach of contract, including anticipatory breach, by Galderma of a license agreement between TCD and Galderma, and for tortious interference by DRL with that license agreement.

JURISDICTION AND VENUE

9. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1332(a), 1367(a), 1338(a), and 2201-02.

10. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b)-(d) and 1400(b).

11. [redacted]

12. [redacted]

13. [redacted]

14. [redacted]

[redacted]

15. This Court has personal jurisdiction over Defendants Promius, DRL Inc. and DRL Ltd. by virtue of the fact that each has admitted to personal jurisdiction as to this case and, *inter alia*, the DRL Defendants have committed, aided, abetted, contributed to, and/or participated in the commission of a tortious act of patent infringement under 35 U.S.C. § 271(e)(2) that has led and/or will lead to foreseeable harm and injury to Plaintiff, including in the State of Delaware. Defendants state that they intend to engage in the commercial manufacture, use, and/or sale under DRL's New Drug Application ("NDA") No. 208286 of a 40 mg doxycycline capsule product proposed for the indication of "treatment of only inflammatory lesions (papules and pustules) of rosacea in adult patients" and known as Zenavod ("Zenavod"), before the expiration of the patents-in-suit, throughout the United States, including in the State of Delaware.

16. Upon information and belief, Galderma is engaged in the development and sales of branded specialty products in the therapeutic areas of dermatology and other areas and regularly and systematically, upon information and belief, sells its products in the State of Delaware.

17. This Court has personal jurisdiction over the Galderma Defendants by virtue of the fact that each has admitted to personal jurisdiction as to this case and, *inter alia*, the Galderma Defendants have committed, aided, abetted, contributed to, and/or participated in the commission of a tortious act of patent infringement under 35 U.S.C. § 271(e)(2) that has led and/or will lead to foreseeable harm and injury to Plaintiff, including in the State of Delaware. As a purported

purchaser of DRL's NDA 208286, the Galderma Defendants have, upon information and belief, maintained a so-called "Paragraph IV" certification; and such actions communicate that the Galderma Defendants intend to engage in the commercial manufacture, use, and/or sale under NDA No. 208286 of a 40 mg doxycycline capsules product proposed for the indication of "treatment of only inflammatory lesions (papules and pustules) of rosacea in adult patients" and known as Zenavod, before the expiration of the patents-in-suit, throughout the United States, including in the State of Delaware.

18. Upon information and belief, DRL Inc. is the agent for DRL Ltd. for purposes of making regulatory submissions to FDA regarding DRL's NDA No. 208286 at issue in this litigation, and Galderma is or will be the successor to DRL Inc. as the agent for DRL Ltd. for purposes of making regulatory submissions to FDA regarding DRL's NDA No. 208286 at issue in this litigation.

19. Upon information and belief, Promius, DRL Inc. and DRL Ltd., Galderma and NSH and affiliate companies have acted in concert with respect to the preparation, filing, maintenance and prosecution of NDA No. 208286 for Zenavod and in the preparation to sell the NDA Product in the United States, including in the State of Delaware.

20. Upon information and belief, following final approval of NDA No. 208286 by the FDA, Galderma and its affiliates will act in concert with DRL Ltd. and DRL Inc. to commercialize Zenavod throughout the United States, including in the State of Delaware. Upon information and belief, DRL has estimated potential U.S. sales of DRL's NDA Product to be $50-75 million in the near term.

21. DRL's and Galderma's infringing activities with respect to the filing, maintenance and prosecution of NDA No. 208286 and intent to commercialize Zenavod have

led and/or will lead to foreseeable harm and injury to Plaintiff TCD, a Delaware company located in Wilmington, Delaware.

22. This Court also has personal jurisdiction over Promius by virtue of the fact that, upon information and belief, *inter alia*, it is organized and existing under the laws of the State of Delaware, has availed itself of the rights and benefits of Delaware law, and has engaged in systematic and continuous contacts with the State of Delaware.

23. This Court also has personal jurisdiction over DRL Inc. and DRL Ltd, Galderma Labs and NSH by virtue of the fact that, upon information and belief, *inter alia*, DRL Inc. and DRL Ltd. have availed themselves of the rights and benefits of Delaware law, and have engaged in systematic and continuous contacts with the State of Delaware.

24. Upon information and belief, DRL Inc. and DRL Ltd., and Galderma directly or through their subsidiaries, affiliates or agents, develop, formulate, manufacture, market, import and sell pharmaceutical products, including branded drug products and/or generic drug products, throughout the United States, including in the State of Delaware.

25. Upon information and belief, Promius, on behalf of DRL Inc. and DRL Ltd. as their subsidiary and agent, sells branded dermatologic pharmaceutical products in the United States, including in the State of Delaware, through its sales force, including 54 sales representatives, six regional sales managers and one sales director. .

26. Upon information and belief, DRL Ltd. directs the operations, management and activities of Promius and DRL Inc. in the United States. Upon information and belief, DRL Ltd. and Promius did at one point share executive officers in common, including Dr. Raghav Chari, who upon information and belief is the Executive Vice President of Proprietary Products of DRL Ltd. and a member of the Management Council of DRL Ltd., and is also the President and Head of Promius.

27. This Court also has personal jurisdiction over Defendants DRL Inc. and DRL Ltd. because they have previously submitted to the jurisdiction of this Court and have affirmatively availed themselves of the legal protections of the State of Delaware, having asserted counterclaims in this jurisdiction as set forth in this case in pleading ECF #37 Paragraph 21.

FACTUAL ALLEGATIONS

A. The Patents-in-Suit

28. On July 6, 2010, the '532 patent, entitled "Once Daily Formulations of Tetracyclines" was duly and legally issued to Supernus Pharmaceuticals, Inc. A copy of the '532 patent is attached as Exhibit A.

29. TCD is the owner of the '532 patent.

30. On June 26, 2012, the '740 patent, entitled "Once Daily Formulations of Tetracyclines" was duly and legally issued to Supernus Pharmaceuticals, Inc. A copy of the '740 patent is attached as Exhibit B.

31. TCD is the owner of the '740 patent.

32. On March 12, 2013, the '405 patent, entitled "Once Daily Formulations of Tetracyclines" was duly and legally issued to Supernus Pharmaceuticals, Inc. A copy of the '405 patent is attached as Exhibit C.

33. TCD is the owner of the '405 patent.

34. On March 12, 2013, the '406 patent, entitled "Once Daily Formulations of Tetracyclines" was duly and legally issued to Supernus Pharmaceuticals, Inc. A copy of the '406 patent is attached as Exhibit D.

35. TCD is the owner of the '406 patent.

36. On June 25, 2013, the '364 patent, entitled "Once Daily Formulations of Tetracyclines" was duly and legally issued to Supernus Pharmaceuticals, Inc. A copy of the '364 patent is attached as Exhibit E.

37. TCD is the owner of the '364 patent.

38. On April 29, 2014, the '478 patent, entitled "Once Daily Formulations of Tetracyclines" was duly and legally issued to Supernus Pharmaceuticals, Inc. A copy of the '478 patent is attached as Exhibit F.

39. TCD is the owner of the '478 patent.

40. The patents-in-suit are listed in the FDA's *Approved Drug Products with Therapeutic Equivalence Evaluations* ("Orange Book") for ORACEA® Capsules.

B. DRL's NDA and Notice Letters

41. Upon information and belief, DRL Inc., with the collaboration or assistance of Promius and DRL Ltd., submitted NDA No. 208286 to the FDA under § 505(b)(2) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 355(b)(2)), including a certification with respect to the patents-in-suit under § 505(b)(2)(A)(iv) of the Federal Food, Drug and Cosmetic Act ("Paragraph IV Certification"), seeking approval to engage in the commercial manufacture, use, sale, or offer for sale within the United States, or importation into the United States, of DRL's NDA Product prior to the expiration of the patents-in-suit.

42. Upon information and belief, DRL has used the name "DFD-09" in public statements to refer to DRL's NDA Product.

43. Upon information and belief, DRL has stated that it has successfully completed bioequivalence studies comparing DRL's NDA Product to ORACEA® Capsules.

44. DRL Inc., on behalf of DRL Ltd. sent a letter to Galderma and TCD dated June 22, 2015, signed by Lee Banks Esq., Vice President, Intellectual Property, DRL, Inc.,

representing that DRL Ltd. had filed a Paragraph IV Certification in NDA No. 208286 with respect to the '532, '740, '405, '406, '364, and '478 patents (the *Chang* patents), and that DRL is seeking approval of its NDA Product under NDA No. 208286 prior to the expiration of those patents ("the Chang Notice Letter").

45. TCD received the *Chang* Notice Letter on June 25, 2015 via U.S. Certified mail.

46. This action was commenced by Plaintiffs at that time within 45 days of the date of the receipt of DRL's *Chang* Notice Letter.

C. The 2002 License Agreement between Galderma and TCD

47. TCD and Galderma both are parties to the agreement titled "Development and Licensing Agreement between Shire Laboratories Inc., and Collagenex Pharmaceuticals, Inc." dated June 10, 2002, and all amendments thereto (the "License Agreement"). Both TCD and Galderma hold their rights under the License Agreement as successors. The original parties to the License Agreement were Shire Laboratories, Inc. ("SLI"), as licensor, and Collagenex Pharmaceuticals, Inc. ("CPI") as licensee. TCD is the successor to SLI, and Galderma is the successor to CPI

48. Pursuant to the License Agreement, in 2002 SLI [TCD] licensed to CPI [Galderma] the right to sell products covered by SLI's [TCD's] patents, including the *Chang* patents, concerning the use of doxycycline in the treatment of certain skin conditions.

49. Pursuant to the License Agreement, CPI, and thus, Defendant Galderma, agreed to pay royalties to, SLI, and thus TCD, for, *inter alia*, Galderma's use of the *Chang* patents owned by TCD in the development and sale of pharmaceutical products for the treatment of certain skin conditions, including rosacea; these products were defined as "Licensed Products" in the License Agreement.

50. Pursuant to the License Agreement, SLI, and thus Plaintiff TCD, agreed to, *inter alia*, prosecute and maintain the *Chang* patents and other patents related to the treatment of certain skin conditions, including rosacea.

D. TCD's Rights to Prohibit the Sale of An Essentially Similar Product

51. As indicated above, the License Agreement obligates Galderma to, among other things, pay royalties to TCD. (*See* License Agreement, § 4.1)

52. Under the License Agreement, the term "Licensed Product":

> Means any product containing doxycycline (together with analogs, derivatives, salts and esters thereof) as the only active ingredient utilizing any part of the SLI Technology on the Non-Clinical Development Data or falling within any of the Valid Claims of any Licensed Patent.
>
> (*Id*. at § 1.11)

53. Under the License Agreement, the term "Essentially Similar Product":

> Means any modified release or enhanced formulation which contains the active ingredient doxycycline other than the Licensed Product developed under this agreement; provided however, this Section1.7 is not meant to limit CPI's research and development program(s) and shall not apply to any chemical and/or structural enhancement or modifications of Periostat®.
>
> (*Id*. at § 1.7)

54. Section 2.3 of the License Agreement prohibits Galderma from the manufacture, sale or supply of any Essentially Similar Product:

> Neither CPI [Galderma] nor its Affiliates and permitted sub-licensees shall at any time during the Term of the Agreement manufacture, supply, and sell Essentially Similar Products in the territory whether for itself or on behalf of a Third of any third party without the written approval of SLI [TCD]. Such approval shall take into account potential adverse economic repercussions on the sale of the Licensed Product(s)
>
> (*Id*. at § 2.3)

55. Zenavod is an Essentially Similar Product within the meaning of the License Agreement.

E. Galderma and DRL Settle, and Galderma Acquires DRL's product Zenavod, an Essentially Similar Product

56. On or about March 8, 2017, Galderma and DRL entered into a "Settlement Agreement" that purported to settle the litigation between Galderma and DRL in the action captioned *Galderma Laboratories, et a; v. Dr. Reddy's Laboratories, Inc.*, which is pending in this judicial district as civil action number 15-cv-670-LPS.

57. The litigation concerned a series of patents known as the "*Ashley*" patents and the *Chang* patents and DRL's Zenavod product. Galderma owns the so-called *Ashley* patents, and TCD owns the *Chang* patents. The *Chang* patents are licensed by TCD to Galderma through the License Agreement.

58. [redacted]

59. [redacted]

60. [redacted]

[redacted]

61. DRL, upon information and belief, knowingly and tortiously interfered with and diminished TCD's contractual rights under the License Agreement and acted in a manner to deprive TCD of the right to receive the benefit of its bargain under the License Agreement.

62. Galderma breached the License Agreement by failing to obtain TCD's consent to release TCD's claims against DRL.

63. [redacted]

64. [redacted]

65. [redacted]

66. [redacted]

67. [redacted]

68. [redacted]

[redacted]

F. [redacted]

69. [redacted]

70. [redacted]

71. [redacted]

[redacted]

GALDERMA PLANS TO LAUNCH ZENAVOD IMMEDIATELY

72. Zenavod was tentatively approved by the FDA on January 27, 2016, and, upon information and belief, Galderma may seek FDA's final approval to launch Zenavod at the conclusion of this litigation and/or the expiry of the 30-month stay of FDA approval of Zenavod. Upon information and belief, the 30-month stay applicable to NDA 208286, unless extended, will expire on or about December 23, 2017.

73. Galderma has asked this Court by motion dated March 11, 2017 to immediately terminate this litigation such that it can thereafter immediately launch the Zenavod product in the United States.

74. Upon information and belief, Galderma plans to launch its product on December 23, 2017, if not sooner, based on its motion to dismiss the litigation in derogation of TCD contractual rights and patent rights.

75. Galderma, upon information and belief, is maintaining its so-called "Paragraph IV" certification against the *Chang* patents and has taken the significant step of contracting with DRL to make commercial quantities of Zenavod for launch.

76. In a stock earning call with sophisticated financial investors in May 2017, where DRL has a duty of honesty, it advised investors that DRL and Galderma settled the litigation concerning Zenavod and entered into a license agreement.. DRL also advised that Galderma had made an up-front payment to DRL and would make future payments to DRL.

77. DRL further stated that it has conferred with Galderma and that Galderma advised that it intended to launch the Zenavod product in the United States as soon as it possibly could, although no specific date had been set as of that time.

78. [redacted]

79. Galderma's decision to purchase Zenavod, an Essentially Similar Product under the License Agreement, which it may not sell in the United States during the term of the License Agreement combined with the contract to have Zenavod manufactured in commercial quantities for the U.S. market by DRL is a voluntary affirmative act by Galderma which renders it unable to perform its obligation to forbear from making, selling and supplying in the United States an Essentially Similar product drug during the entire term of the License Agreement.

FIRST CLAIM FOR RELIEF
Galderma and DRL Infringement of Chang Patents

80. Plaintiff re-allege paragraphs 1 through 79 as if fully set forth herein.

81. By seeking approval of their NDA No. 208286 to engage in the commercial manufacture, use, sale, or offer for sale within the United States, or importation into the United States, of DRL's NDA Product prior to the expiration of the '532, '740, '405, '406, '364, and '478 patents, Defendants have infringed those patents-in-suit under 35 U.S.C. § 271(e)(2)(A).

82. Defendants Promius, DRL Inc. and DRL Ltd. are jointly and severally liable for infringement of the '532, '740, '405, '406, '364, and '478 patents under 35 U.S.C. § 271(e)(2)(A). Upon information and belief, Promius, DRL Inc. and DRL Ltd. actively and knowingly caused to be submitted, assisted with, participated in, contributed to, or directed the submission of NDA No. 208286 seeking to engage in the commercial manufacture, use, sale, or offer for sale within the United States, or importation into the United States, of DRL's NDA Product prior to the expirations of the patents-in-suit.

83. Upon information and belief, Galderma Labs, NSH and it affiliates. actively and knowingly, assisted with, participated in, contributed to, or directed the maintenance and prosecution of NDA No. 208286 on or after March 8, 2017 specifically for the purpose of seeking to engage in the commercial manufacture, use, sale, or offer for sale within the United States, or importation into the United States, of the Zenavod Product prior to the expirations of the patents-in-suit.

84. Moreover, if Defendants manufacture, use, offer for sale, or import into the United States any of the Zenavod Product, or induce or contribute to any such conduct, prior to the expiration of the'532, '740, '405, '406, '364, and '478 patents, including any applicable exclusivities or extensions, Defendants would infringe the one or more claims of those patents-in-suit under 35 U.S.C. § 271(a), (b) and/or (c).

85. Plaintiff is entitled to relief provided by 35 U.S.C. § 271(e)(4), including an order of this Court that the effective date of the approval of the NDA No. 208286 be a date that is not earlier than the expiration date of each and all of the patents-in-suit, or any later expiration of any patent term extension or exclusivity for the patents-in-suit to which Plaintiff becomes entitled.

86. Plaintiff will be irreparably harmed by Defendants' infringing activities unless those activities are enjoined by this Court. Plaintiff does not have an adequate remedy at law.

SECOND CLAIM FOR RELIEF
Breach of Contract (Supply of Zenavod, an Essentially Similar Product)

87. TCD repeats and realleges every allegation asserted above in paragraphs 1 through 86 as if fully set forth herein.

88. The License Agreement is a valid, enforceable contract between Galderma and TCD, pursuant to which Galderma may not manufacture, sell or supply any Essentially Similar Product.

89. Galderma is obligated to forebear during the full term of the License Agreement from, directly or indirectly, manufacturing, selling or supplying, an Essentially Similar Product.

90. Zenavod is an Essentially Similar Product, as defined in the License Agreement

91. [redacted]

92. [redacted]

93. [redacted]

94. TCD has and will continue to perform all of its duties under the License Agreement

95. As a result, Galderma had anticipatorily breached the License Agreement.

96. TCD will be irreparably harmed by Defendants' breach unless these activities are enjoined by this Court. Plaintiff does not have an adequate remedy at law.

97. In addition, or in the alternative, TCD has suffered damages in an amount to be determined at trial.

THIRD CLAIM FOR RELIEF
Tortious Interference with Contract

98. TCD repeats and realleges every allegation asserted above in paragraphs 1 through 97 as if fully set forth herein.

99. The License Agreement is a valid, enforceable contract between Galderma and TCD, pursuant to which TCD performed all of its duties. As set forth above, DRL knew of the License Agreement prior to entering into the Settlement Agreement, the DRL-Galderma APA and the Supply Agreement and, upon information knew that Galderma had no rights under the License Agreement to settle claims related to the *Chang* patent; and DRL, upon information and belief, intentionally conducted itself in a manner that deprived TCD of the right to receive the benefit of its bargain under the License Agreement and, upon information and belief, intentionally interfered with or procured the breach of contract without justification.

100. [redacted]

101. [redacted]

102. DRL, upon information and belief, knew that such conduct was wrong, tortious and contrary to law such that it could be liable to TCD for its conduct; and it therefore negotiated

for and achieved an agreement from Galderma to indemnify DRL for any claims, losses and the like arising from its conduct concerning the *Chang* patents and related matters

103. TCD has been harmed and damaged by Galderma's tortious interference with TCD's rights under the License Agreement.

RELIEF REQUESTED

WHEREFORE, TCD respectfully requests entry of judgment against Defendants in amounts to be determined at trial, and such other and further relief as the Court deems just and proper.

PRAYER FOR RELIEF

Plaintiff requests that the Court grant the following relief:

A. An Order adjudging and decreeing that Defendants Galderma, NSH, Promius, DRL Inc. and DRL Ltd. have infringed the '532, '740, '405, '406, '364, and '478 patents by submitting NDA No. 208286 to the FDA;

B. An Order pursuant to 35 U.S.C. § 271(e)(4)(A) providing that the effective date of any FDA approval of Galderma's or DRL's NDA No. 208286 will not be earlier than the expiration date of the'532, '740, '405, '406, '364, and '478 patents, or any later expiration of any patent term extension or exclusivity for the aforementioned patents-in-suit to which Plaintiff is or become entitled;

C. An Order permanently enjoining Defendants Galderma, NSH, Promius, DRL Inc. and DRL Ltd., their directors, officers, agents, attorneys, affiliates, divisions, successors and employees, and those acting in privity or concert with them, from manufacturing, using, offering to sell, selling, marketing, distributing, or importing the Zenavod Product identified in this Complaint, or any product that infringes the'532, '740, '405, '406, '364, or '478 patents, prior to

the expiration of the patents-in-suit, including any extensions to which Plaintiff is or become entitled;

D. That Plaintiff be awarded monetary relief to the extent Defendants commercially manufacture, use, offers for sale, or sell within the United States, or import into the United States any product that infringes or induces or contributes to the infringement of the ’532, ’740, ’405, ’406, ’364, or ’478 patents, within the United States prior to the expiration of the aforementioned patents, including any later expiration of any patent term extension or exclusivity for the patents to which Plaintiff is or will become entitled, and that any such monetary relief be awarded to Plaintiff with prejudgment interest; and

E. The Plaintiff be awarded damages from Galderma and DRL for their breaches of contract and tortious conduct sufficient to compensate TCD for its injuries and damages.

F. That this matter be declared an exceptional case and TCD be awarded its attorney’s fees and costs from Galderma and DRL.

G. An Order permanently enjoining Defendants Galderma, NSH, Promius, DRL Inc. and DRL Ltd., their directors, officers, agents, attorneys, affiliates, divisions, successors and employees, and those acting in privity or concert with them, from manufacturing, using, offering to sell, selling, marketing, distributing, or importing the Essentially Similar Product Zenavod identified in this Complaint, prior to the expiration of the License Agreement,

H. Such other and further relief as the Court may deem just and proper.

ASHBY & GEDDES

/s/ John G. Day

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