

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jonathan E Britton	04/22/2002
RECEIVING PARTY DATA	
Name:	SMITHKLINE BEECHAM CORPORATION
Street Address:	One Franklin Plaza
Internal Address:	Post Office Box 7929
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19101
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US0424308
CORRESPONDENCE DATA	
Fax Number:	(919)483-7988
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919 483 2370
Email:	julie.d.mcfalls@gsk.com
Correspondent Name:	GlaxoSmithKline
Address Line 1:	Five Moore Drive, P.O. Box 13398
Address Line 2:	MAIB475
Address Line 4:	Research Triangle Pa, NORTH CAROLINA 27709-3398
ATTORNEY DOCKET NUMBER:	PR60351
NAME OF SUBMITTER:	Amy H. Fix
Total Attachments: 5 source=PR60351#page1.tif source=PR60351#page2.tif	

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C O M M O N W E A L T H O F P E N N S Y L V A N I A

D E P A R T M E N T O F S T A T E

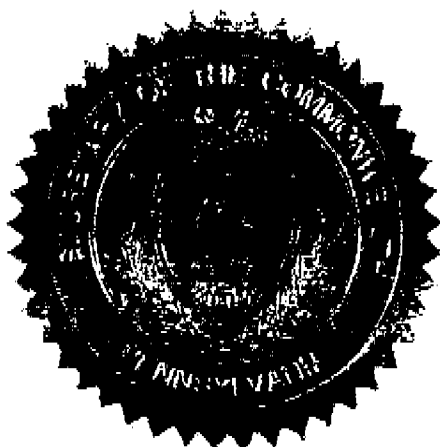
APRIL 05, 2001

TO ALL WHOM THESE PRESENTS SHALL COME. GREETING:

SMITHKLINE BEECHAM CORPORATION

I, Kim Pizzingrilli, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Merger restating the Articles of Incorporation in their entirety

which appear of record in this department



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

A handwritten signature in cursive script, reading "Kim Pizzingrilli".

Secretary of the Commonwealth

DPOS

200124 - 955


MAR 30 2001

Microfilm Number _____

Filed with the Department of State on _____

Entry Number

333095


 Secretary of the Commonwealth JK

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

OSCA13-1724 (Rev. 10)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: SmithKline Beecham Corporation

2. (Check and complete one of the following):

☒ The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) One Franklin Plaza, 200 North 16th Street, Philadelphia, PA 19102 Phila.
 Number and Street City State Zip County

(b) c/o: _____ County
 Name of Commercial Registered Office Provider

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

☐ The surviving corporation is a qualified foreign business corporation incorporated under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) _____ County
 Number and Street City State Zip

(b) c/o: _____ County
 Name of Commercial Registered Office Provider

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

☐ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

_____ County
 Number and Street City State Zip

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Name of Corporation	Address of Registered Office or Name of Commercial Registered Office Provider	County
Glaxo Wellcome Inc.	CT Corporation System	Philadelphia

200124-956

DSCB:15-1926 (Rev 901-2)

4. (Check, and if appropriate complete, one of the following):

 The plan of merger shall be effective upon filing these Articles of Merger in the Department of State,

 X The plan of merger shall be effective on: March 11, 2001 at 11:30 p.m.
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of Corporation

Manner of Adoption

SmithKline Beecham CorporationAdopted by the directors and shareholders
pursuant to 15 Pa.C.S. § 1924(a).

6. (Strike out this paragraph if no foreign corporation is a party to the merger). The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.

7. (Check, and if appropriate complete, one of the following):

 X The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

 Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

Number and Street City State Zip County

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this day of March, 2001.

SMITHKLINE BEECHAM CORPORATION
(Name of Corporation)

BY: Donald F. Parman
(Signature)

TITLE: Donald F. Parman, Secretary

GLAXO WELLCOME INC.
(Name of Corporation)

BY: Paul A. Holcombe, Jr.
(Signature)

TITLE: Paul A. Holcombe, Jr., Secretary



Conditions of Employment

Recognizing that the success of the business of GlaxoSmithKline, or its business sectors, (hereinafter referred to as "the Company") depends on all employees: (i) adhering to high standards of honesty and integrity; (ii) complying with all legal requirements and company policies; and (iii) protecting marks, copyrights, patents, inventions, discoveries and information held or utilized by the Company, I recognize that, during my employment I may be involved in such matters, and in consideration of my employment by the Company and intending to be legally bound, hereby agree as follows:

1. That I shall comply with all legal requirements and company policies and conduct all activities with honesty and integrity in accordance with the Company's Code of Conduct. I acknowledge receiving either copies of the GSK employee policies and/or information concerning the Intranet address for the Company's Employee Policies and Procedures and agree to read and adhere to them at all times during my employment with GlaxoSmithKline.
2. That during the term of my employment, I shall not engage in any activity in competition with or against the best interests of the Company and avoid all conflicts of interest with the Company or the appearance thereof.
3. That I will not, during or at any time after the termination of my employment with the Company, use for myself or for any other companies or individuals any secret or confidential information, knowledge or data of or about the Company or its business or that of or about third parties generated by me or divulged to me during the period of my employment with the Company. I understand and agree that all such secret or confidential information, knowledge or data includes, but, is not limited to, that which is of a technical, commercial or strategic nature.
4. To promptly inform the Company of all inventions, discoveries, designs, developments, improvements and innovations, whether patentable or not (hereinafter referred to collectively as "Inventions"), conceived or made by me (solely or in concert with others) which;
 - a. relate in any manner to the existing or contemplated business or research activities of the Company;
 - b. are suggested by or result from my work with the Company; or
 - c. result from the use of the Company's time, materials, information or facilities even if made or conceived during other than working hours.
5. That all such inventions and all descriptions, sketches, drawings and other documents relating to the inventions shall be the exclusive property of the Company. I will sign all documents, which the Company considers necessary to vest in the Company title to the Inventions and their associated right of priority and patents without charge. Further, I will assist the Company in obtaining and maintaining full rights and title to such inventions.
6. That all works of authorship, computer programs, code, databases and data collections, icons, domain names, design plans, flow charts, designs, notes, drawings, marketing plans, product plans, writings and all other works subject to copyright protection (hereinafter referred to collectively as "Works of Authorship"), made by me (solely or in concert with others) and related in any manner to the existing or contemplated business or research efforts of the Company shall be **WORKS MADE FOR HIRE**, the entire right, title and interest of, which shall vest, reside and be the exclusive property of the Company for use in any medium. If a Work of Authorship does not qualify as a work made for hire, I agree to assign

all of my right, title and interest in the Work of Authorship to the Company effective from the date of creation, to be used in any way, with any changes and without attribution in any medium.

7. That upon termination of my employment, or any other time prior to termination and at the Company's request, I agree to deliver promptly to the Company all drawings, blueprints, manuals, letters, notes, notebooks, report sketches, formulae, computer programs, data or information and similar items, memoranda, customer lists, and all other materials and all copies thereof relating in any way to the Company's business in any way obtained or prepared by me during the period of my employment with the Company which are in my possession or under my control. I further agree that I will not make or retain any copies of the foregoing and will so represent to the Company upon termination of my employment.
8. To record descriptions of all my work in the manner directed by the Company. Whether compiled or kept at the Company's premises, all such records and copies of them together with all samples and experimental materials shall be the exclusive property of the Company and shall be returned upon termination of my employment.
9. That I will not reproduce, share or use software or its related documentation unless expressly authorized by the software owner or licensee.
10. That this document is not a contract guaranteeing employment for any specific duration. The Company or I may terminate this relationship at any time for any reason with or without cause or notice. I understand that no supervisor, manager, or representative of GlaxoSmithKline, other than the Chief Executive Officer, has the authority to enter into any agreement with me for employment for any specified period or to make any promises or commitments with guarantee continued employment. Any employment agreement entered into by the Chief Executive Officer shall not be enforceable unless it is in writing and approved by the Chairman of the Board of GlaxoSmithKline.
11. That this Agreement shall inure to the benefit of and may be enforced by the Company, its successors and assigns, and shall be binding upon me, my executors, administrators, legatees, distributees, and other successors in interest, and may not be changed in whole or in part except in a writing, signed by a duly authorized officer of the Company and myself.

Jonathan E. Britton
Name (Please Print)

Jonathan E. Britton
Signature

4/22/02
Date

4/22/02
Date of Hire / Rehire

PATENT

RECORDED: 01/10/2006

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