

01-04-2006

ET Attorney Docket: P-201-US1



To the Director of the U.S. Patents

103150542

1 documents or the new address(es) below.

113262 U.S. PTO
11/314591

122105

1. Name of conveying party(ies)/Execution Date(s):

1) Paul R. FATHEREE
2) Roland GENDRON
3) Adam A. GOLDBLUM
4) Daniel D. LONG
5) Daniel MARQUESS
6) S. Derek TURNER
7) Seok-Ki CHOI

Execution Dates: 1) 12/15 /2005 2) 12/16 /2005
3) 12/ 20/2005 4) 12/ 15/2005 5) 12/19 /2005
6) 12/19 /2005 7) 12/15 /2005

Additional name of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License

2. Name and address of receiving party(ies)

Name: Theravance, Inc.

Street Address: 901 Gateway Boulevard

City: South San Francisco

State: CA

Country: USA Zip: 94080

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Jeffrey A. Hagenah

Street Address: Theravance, Inc.

901 Gateway Boulevard

City: South San Francisco

State: CA Zip: 94080

Phone Number : (650) 808-6000

Fax Number: (650) 808-6078

Email Address: jhagenah@theravance.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0344

Authorized User Name Joyce G. Cohen

9. Signature:

Signature

December 21, 2005
Date

Joyce G. Cohen, Reg. No. 44,622
Name of person signing

Total number of pages including cover sheet, 6
attachments, and documents

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 017408 FRAME: 0358

Assignment

This **Assignment**, by **Paul R. Fatheree**, residing at 921 Minnesota Street, San Francisco, CA 94107; **Roland Gendron**, residing at 345 Franconia Street, San Francisco, CA 94110; **Adam A. Goldblum**, residing at 505 Molimo Drive, San Francisco, CA 94127; **Daniel D. Long**, residing at 3837 21st Street, San Francisco, CA 94114, **Daniel Marquess**, residing at 2037 Touraine Lane, Half Moon Bay, CA 94019; **S. Derek Turner**, residing at 193B Warren Drive, San Francisco, CA 94131; and **Seok-Ki Choi**, residing at 525 Embarcadero Road, Palo Alto, CA 94301, (hereinafter referred to as "the **Assignors**"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in **Indazole-Carboxamide Compounds** set forth in an application for Letters Patent of the United States,

- ☐ which is a provisional application
 - ☐ to be filed herewith; or
 - ☐ bearing Application No. _____ and filed on _____; or
- ☒ which is a non-provisional application
 - ☒ to be filed herewith; or
 - ☐ bearing Application No. _____, and filed on _____; and

WHEREAS, **Theravance, Inc.**, a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 901 Gateway Boulevard, South San Francisco, California 94080 (hereinafter referred to as "the **Assignee**"), is desirous of acquiring the entire right, title and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and Assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owner of the entire right, title and interest in and to the inventions set forth in said applications, including provisional

applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignors, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns;

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives and assigns.

Date 12/15/05

Signature of Assignor

Paul R. FATHEREE

State of California

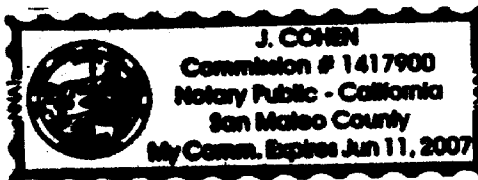
County of San Mateo

On December 15, 2005 before me, J. Cohen Notary Public,
personally appeared Paul R. Fatheree

☒ personally known to me or ☐ proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

J. Cohen
Signature of Notary Public



Date 12/16/05

Signature of Assignor


Roland GENDRON

State of California

County of San Mateo

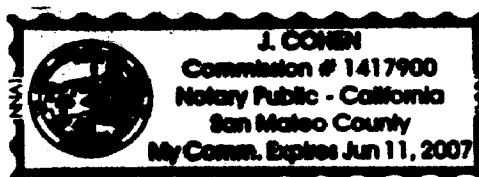
On December 16, 2005 before me, J. Cohen Notary Public,
personally appeared Roland Gendron

☒ personally known to me or ☐ proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



Date Dec. 20, 2005

Signature of Assignor


Adam A. GOLDBLUM

State of California

County of San Mateo

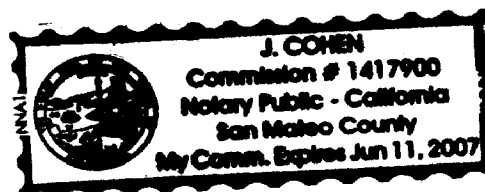
On Dec. 20, 2005 before me, J. Cohen Notary Public,
personally appeared Adam A. Goldblum

☒ personally known to me or ☐ proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public



Date 12 / 15 / 05

Signature of Assignor

Daniel D. LONG
Daniel D. LONG

State of California

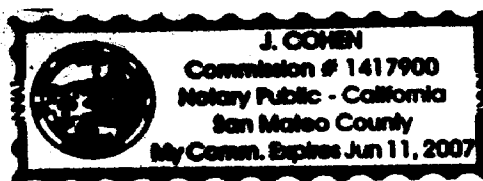
County of San Mateo

On December 15, 2005 before me, J. Cohen Notary Public,
personally appeared Daniel D. Long

☒ personally known to me or ☐ proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

J. Cohen
Signature of Notary Public



Date 19 December 2005

Signature of Assignor

Daniel MARQUESS
Daniel MARQUESS

State of California

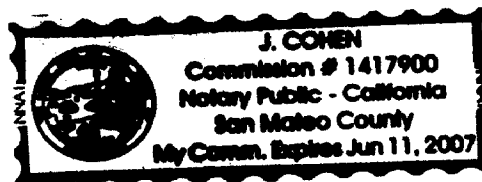
County of San Mateo

On December 19, 2005 before me, J. Cohen Notary Public,
personally appeared Daniel Marquess

☒ personally known to me or ☐ proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

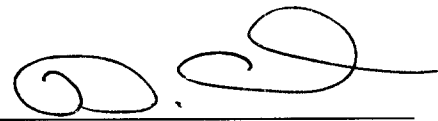
WITNESS my hand and official seal.

J. Cohen
Signature of Notary Public



Date December 19, 2005

Signature of Assignor



S. Derek TURNER

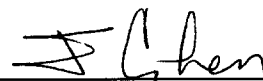
State of California

County of San Mateo

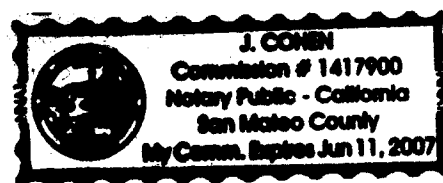
On December 19, 2005 before me, J. Cohen Notary Public,
personally appeared S. Derek Turner

☒ personally known to me or ☐ proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

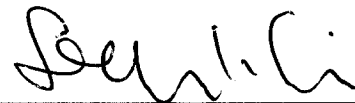


Signature of Notary Public



Date December 15, 2005

Signature of Assignor



Seok-Ki CHOI

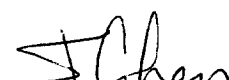
State of California

County of San Mateo

On December 15, 2005 before me, J. Cohen Notary Public,
personally appeared Seok-Ki Choi

☒ personally known to me or ☐ proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public

