

RECORDATION FORM COVER SHEET

P-221-US1

PATENTS ONLY

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Pierre Jean Colson  
Adam D. Hughes  
Craig Husfeld  
Mathai Mammen  
Miroslav Rapta  
Additional name of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Theravance, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 901 Gateway Boulevard  
City: South San Francisco  
State: California  
Country: USA Zip: 94080  
Additional Name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Execution Date(s) 1) 7/3/2007; 2) 7/3/2007; 3) 7/3/2007;  
4) 7/9/2007 and 5) 7/3/2007

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

A. Patent Application No.(s)  
11/789,300

This document is being filed together with a new application.

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, Ph.D.  
Internal Address: \_\_\_\_\_  
Street Address: 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: \_\_\_\_\_

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

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

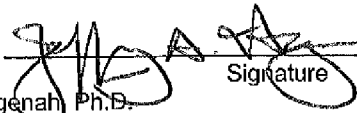
8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0344

Authorized User Name Jeffrey A. Hagenah

9. Signature :

  
Jeffrey A. Hagenah, Ph.D.  
Signature

July 9, 2007  
Date

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

6

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT

CH \$40.00 500344 11789300

## Assignment

This **Assignment**, by **Pierre-Jean Colson**, residing at 301 Bryant Street, San Francisco, CA 94107; **Adam D. Hughes**, residing at 1221 Judson Street, Belmont, CA 94002; **Craig Husfeld**, residing at 3811 Farm Hill Boulevard, Redwood City, CA 94061; **Mathai Mammen**, residing at 1852 Valparaiso Avenue, Menlo Park, CA 94025; and **Miroslav Rapta**, residing at 411 E. Duane Avenue, Sunnyvale, CA 94085 (hereinafter referred to as "the **Assignors**"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in **Dialkylphenyl Compounds Having Beta2 Adrenergic Receptor Agonist and Muscarinic Receptor Antagonist Activity** as 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. 11/789,300 and filed on April 24, 2007; 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 Assignor has 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 Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the Assignor is 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 Assignor has 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 Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that the Assignor 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 Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns;

AND the Assignor hereby requests 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 July 3, 2007 Signature of Assignor *PS*  
Pierre-Jean COLSON

State of California

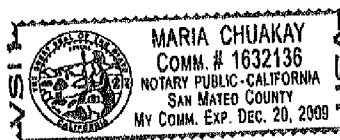
County of San Mateo

On July 3, 2007 before me, MARIA CHUAKAY, Notary Public,  
personally appeared Pierre-Jean Colson

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Maria Chuakay*  
Signature of Notary Public



Date July 3<sup>rd</sup> 2007 Signature of Assignor *A. D. Hughes*  
Adam D. HUGHES

State of California

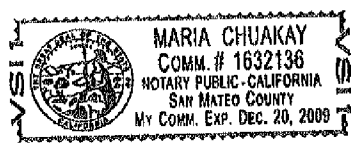
County of San Mateo

On July 3, 2007 before me, MARIA CHUAKAY, Notary Public,  
personally appeared Adam D. Hughes

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the  
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me  
that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by  
his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Maria Chuakay*  
Signature of Notary Public



Date 3 July 2007 Signature of Assignor *Craig Husfeld*  
Craig HUSEFELD

State of California

County of San Mateo

On July 3, 2007 before me, MARIA CHUAKAY, Notary Public,  
personally appeared Craig Husfeld

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the  
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me  
that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~); and that by  
his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Maria Chuakay*  
Signature of Notary Public



Date July 9, 2007

Signature of Assignor *Mathai Mammen*  
Mathai MAMMEN

State of California

County of San Mateo

On July 9, 2007 before me, MARIA CHUAKAY, Notary Public,  
personally appeared Mathai Mammen

personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Maria Chuakay*  
Signature of Notary Public



Date 07/03/2007

Signature of Assignor *Miroslav Rapta*  
Miroslav RAPTA

State of California

County of San Mateo

On July 3, 2007 before me, MARIA CHUAKAY, Notary Public,  
personally appeared Miroslav Rapta

personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Maria Chuakay*  
Signature of Notary Public

