

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Hayley Binch	05/30/2007
Michael Mortimore	05/18/2007
Chris Davis	05/21/2007
Dean Boyall	05/18/2007
Simon Everitt	05/18/2007
Daniel Robinson	06/07/2007
Sharn Ramaya	05/18/2007
Damien Fraysse	05/21/2007
John Studley	05/18/2007
Andrew Miller	05/18/2007
Michael O'Donnell	05/18/2007
Alistair Rutherford	05/18/2007
Joanne Pinder	05/18/2007

RECEIVING PARTY DATA

Name:	Vertex Pharmaceuticals Incorporated
Street Address:	130 Waverly Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02139-4242

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11592114

CORRESPONDENCE DATA

Fax Number: (202)778-5711

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

PATENT

500317206

REEL: 019572 FRAME: 0123

CH \$40.00 11592114

Phone: 202.662.6000  
Email: cgwiazda@cov.com  
Correspondent Name: Covington & Burling  
Address Line 1: 1201 Pennsylvania Avenue, NW  
Address Line 2: ATTN: Patent Docketing  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2401

ATTORNEY DOCKET NUMBER:	030682.0004-US02
-------------------------	------------------

NAME OF SUBMITTER:	Cathy Gwiazda
--------------------	---------------

**Total Attachments: 32**

source=USSN-11592114\_Assignment#page1.tif  
source=USSN-11592114\_Assignment#page2.tif  
source=USSN-11592114\_Assignment#page3.tif  
source=USSN-11592114\_Assignment#page4.tif  
source=USSN-11592114\_Assignment#page5.tif  
source=USSN-11592114\_Assignment#page6.tif  
source=USSN-11592114\_Assignment#page7.tif  
source=USSN-11592114\_Assignment#page8.tif  
source=USSN-11592114\_Assignment#page9.tif  
source=USSN-11592114\_Assignment#page10.tif  
source=USSN-11592114\_Assignment#page11.tif  
source=USSN-11592114\_Assignment#page12.tif  
source=USSN-11592114\_Assignment#page13.tif  
source=USSN-11592114\_Assignment#page14.tif  
source=USSN-11592114\_Assignment#page15.tif  
source=USSN-11592114\_Assignment#page16.tif  
source=USSN-11592114\_Assignment#page17.tif  
source=USSN-11592114\_Assignment#page18.tif  
source=USSN-11592114\_Assignment#page19.tif  
source=USSN-11592114\_Assignment#page20.tif  
source=USSN-11592114\_Assignment#page21.tif  
source=USSN-11592114\_Assignment#page22.tif  
source=USSN-11592114\_Assignment#page23.tif  
source=USSN-11592114\_Assignment#page24.tif  
source=USSN-11592114\_Assignment#page25.tif  
source=USSN-11592114\_Assignment#page26.tif  
source=USSN-11592114\_Assignment#page27.tif  
source=USSN-11592114\_Assignment#page28.tif  
source=USSN-11592114\_Assignment#page29.tif  
source=USSN-11592114\_Assignment#page30.tif  
source=USSN-11592114\_Assignment#page31.tif  
source=USSN-11592114\_Assignment#page32.tif

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Hayley Binch, residing at c/o Vertex Pharmaceuticals Incorporated, 130 Waverly Street, Cambridge, Massachusetts 02139; Michael Mortimore, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Chris Davis, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Dean Boyall, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Simon Everitt, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Daniel Robinson, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Sharn Ramaya, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Damien Fraysse, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; John Studley, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Andrew Miller, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Michael O'Donnell, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Alistair Rutherford, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; and Joanne Pinder, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM, (hereinafter referred to as Assignors),

**WHEREAS**, Assignors have invented certain new and useful improvements in AMINOPYRIMIDINES USEFUL AS KINASE INHIBITORS, set forth in a Patent application for Letters Patent of the United States, already filed on November 3, 2006 as U.S. Application No. 11/592,114; and

**WHEREAS**, Vertex Pharmaceuticals Incorporated, a Corporation organized under and pursuant to the laws of Massachusetts having its principal place of business at 130 Waverly Street, Cambridge, Massachusetts 02139-4242 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

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

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that 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, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

COVINGTON & BURLING LLP

All practitioners at Customer Number 26853

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Hayley Binch  
Hayley Binch

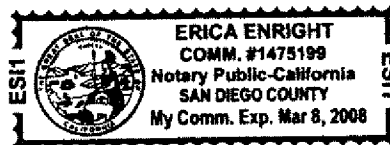
State of California )  
County of San Diego ) ss.

On May 30, 2007, before me, Erica Enright, personally  
appeared Hayley Binch ☒ personally known to me ☐ 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 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.

Erica Enright

My Commission Expires: 3/8/2008



\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Mortimore

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Davis

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness



\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean Boyall

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Simon Everitt

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel Robinson

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sharn Ramaya

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Damien Fraysse

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Studley

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andrew Miller

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael O'Donnell

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness



\_\_\_\_\_  
Date

\_\_\_\_\_  
Alistair Rutherford

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joanne Pinder

**Witness:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Hayley Binch, residing at c/o Vertex Pharmaceuticals Incorporated, 130 Waverly Street, Cambridge, Massachusetts 02139; Michael Mortimore, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Chris Davis, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Dean Boyall, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Simon Everitt, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Daniel Robinson, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Sharn Ramaya, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Damien Fraysse, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; John Studley, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Andrew Miller, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Michael O'Donnell, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; Alistair Rutherford, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM; and Joanne Pinder, residing at c/o Vertex Pharmaceuticals (Europe) Limited, 88 Milton Park, Abingdon, OXFORDSHIRE, OX14 4RY, UNITED KINGDOM, (hereinafter referred to as Assignors),

**WHEREAS**, Assignors have invented certain new and useful improvements in AMINOPYRIMIDINES USEFUL AS KINASE INHIBITORS, set forth in a Patent application for Letters Patent of the United States, already filed on November 3, 2006 as U.S. Application No. 11/592,114; and

**WHEREAS**, Vertex Pharmaceuticals Incorporated, a Corporation organized under and pursuant to the laws of Massachusetts having its principal place of business at 130 Waverly Street, Cambridge, Massachusetts 02139-4242 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

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

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that 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, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

COVINGTON & BURLING LLP

All practitioners at Customer Number 26853

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

\_\_\_\_\_  
Hayley Binch

State of California                    )  
  ) ss.  
County of                                )


On \_\_\_\_\_, before me, \_\_\_\_\_, personally  
appeared Hayley Binch ☐ personally known to me ☐ 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 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.

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

18<sup>th</sup> May, 2007  
Date

  
Michael Mortimore


**Witness:**

18/5/07  
Date

  
Witness Signature

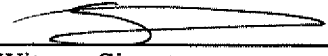
MARY CAIRNS  
Printed Name of Witness

21 | 5 | 07  
Date

  
Chris Davis

**Witness:**


21 | 10 | 07  
Date

  
Witness Signature

S. JAMES  
Printed Name of Witness

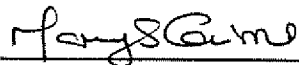


18/05/07  
Date

  
Dean Boyall

**Witness:**

18/5/07  
Date

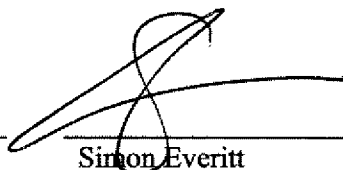
  
Witness Signature

MARY S. CAIRNS  
Printed Name of Witness

Date

18/5/7

Simon Everitt

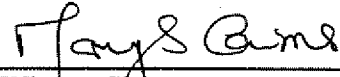


**Witness:**

Date

18/5/07

Witness Signature



MARY S. CAIRNS  
Printed Name of Witness

7-6-2007

Date

Daniel D. Robinson

Daniel Robinson

**Witness:**

07/06/2007

Date

[Signature]

Witness Signature

HINASE 1404

Printed Name of Witness

18/5/07  
Date

Sharna  
Sharn Ramaya

**Witness:**

18/5/07  
Date

Mary Cairns  
Witness Signature

MARY CAIRNS  
Printed Name of Witness

\_\_\_\_\_  
Date 21/05/09

\_\_\_\_\_  
Damien Fraysse

**Witness:**

\_\_\_\_\_  
Date 21/05/09

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

18/5/07.  
Date

JS  
John Studley

**Witness:**

18/5/07  
Date

Mary S Cairns  
Witness Signature

MARY S. CAIRNS  
Printed Name of Witness

18/5/2007  
Date

A. Miller  
Andrew Miller

**Witness:**

18/5/07  
Date

Mary S. Cairns  
Witness Signature

MARY S. CAIRNS  
Printed Name of Witness

18/5/2007  
Date

Michael O'Donnell  
Michael O'Donnell

**Witness:**

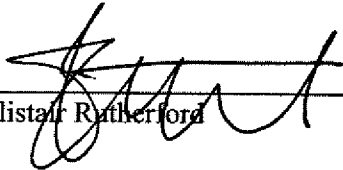
18/5/07  
Date

Mary Cairns  
Witness Signature

MARY CAIRNS  
Printed Name of Witness

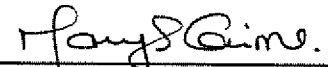


18/5/07  
Date

  
Alistair Rutherford


**Witness:**

18/5/07  
Date

  
Witness Signature

MARY S CAIRNS  
Printed Name of Witness

18/5/07  
Date

  
Joanne Pinder

**Witness:**

18/5/07  
Date

  
Witness Signature

MARY S CARNES  
Printed Name of Witness