

05-02-2008

U.S. DEPARTMENT OF COMMERCE  
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P-225-US1



103500176

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

**1. Name of conveying party(ies)**

1. Paul Allegretti 2. Seok-Ki Choi 3. Roland Gendron  
4. Paul R. Fatheree 5. Keith Jendza 6. Robert Murray McKinnell  
7. Darren McMurtrie 8. Brooke Olson

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 1) April 1, 2008; 2-8) April 22, 2008

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

**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

**4. Application 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 to whom correspondence concerning document should be mailed:**

Name: Jeffrey A. Hagenah, Reg. No. 35,175

Internal Address: \_\_\_\_\_

Street Address: 901 Gateway Boulevard

City: South San Francisco

State: California 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**

- ☐ 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 \_\_\_\_\_

05/01/2008 05/01/2008 05/01/2008 05/01/2008 05/01/2008 05/01/2008 05/01/2008 05/01/2008 05/01/2008 05/01/2008

b. Deposit Account Number 50-0344

Authorized User Name Shelley Eberle

**9. Signature:**

Shelley Eberle

Signature

April 23, 2008

Date

Shelley Eberle, Reg. No. 31,411

Name of Person Signing

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

11

## Assignment

This **Assignment**, by **Paul Allegretti**, residing at 6040 Crossview Circle, San Jose, CA 95120; **Seok-Ki Choi**, residing at 525 Embarcadero Road, Palo Alto, CA 94301; **Roland Gendron**, residing at 345 Franconia Street, San Francisco, CA 94110; **Paul R. Fatheree**, residing at 921 Minnesota Street, San Francisco, CA 94107; **Keith Jendza**, residing at 600 Alvarado Street Apt.1, San Francisco, CA 94114; **Robert Murray McKinnell**, residing at 375 4<sup>th</sup> Avenue, Half Moon Bay, CA 94019; **Darren McMurtrie**, residing at 677 Catamaran Street #3, Foster City, CA 94404; and **Brooke Olson**, residing at 116 Precita Avenue, San Francisco, CA 94110 (hereinafter referred to as "**the Assignors**"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in **Dual-acting Antihypertensive Agents** 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 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 April 01, 2008

Signature of Assignor   
Paul Allegretti

State of California


County of San Mateo

On 1 April 2008 before me, Maria Chuakay, Notary Public,  
personally appeared Paul Allegretti

who proved 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



Date Apr 22, 2008

Signature of Assignor Seok-Ki Choi  
Seok-Ki Choi

State of California

County of San Mateo

On 22 April 2008 before me, Maria Chuakay, Notary Public,  
personally appeared Seok-Ki Choi

who proved 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maria Chuakay  
Signature of Notary Public



Date 04/22/2008

Signature of Assignor

Roland Gendron

State of California

County of San Mateo

On 22 April 2008 before me, Maria Chuakay, Notary Public,  
personally appeared Roland Gendron

who proved 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maria Chuakay

Signature of Notary Public



Date 4/22/2008

Signature of Assignor   
Paul R. Fatheree

State of California

County of San Mateo

On 22 April 2008 before me, Maria Chuakay, Notary Public,  
personally appeared Paul R. Fatheree

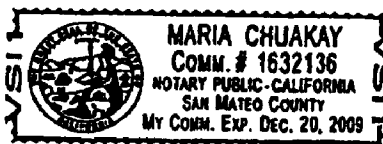
who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he executed the same in his  
authorized capacity, and that by his signature on the instrument the person, or the entity upon  
behalf of which the person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

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



Date 4/22/2008

Signature of Assignor   
Keith Jendza

State of California

County of San Mateo

On 22 April 2008 before me, Maria Chuakay, Notary Public,  
personally appeared Keith Jendza

who proved 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public





Date 4-22-08

Signature of Assignor

R. Murray McKinnell  
Robert Murray McKinnell

State of California

County of San Mateo

On 22 April 2008 before me, Maria Chuakay, Notary Public,  
personally appeared Robert Murray McKinnell

who proved 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maria Chuakay

Signature of Notary Public



Date 0422/08

Signature of Assignor   
Darren McMurtrie

State of California

County of San Mateo

On 22 April 2008 before me, Maria Chuakay, Notary Public,  
personally appeared Darren McMurtrie

who proved 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



Date 22-Apr-2008

Signature of Assignor Brooke Olson  
Brooke Olson

State of California

County of San Mateo

On 22 April 2008 before me, Maria Chuakay, Notary Public,  
personally appeared Brooke Olson

who proved 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 she executed the same in her  
authorized capacity, and that by her signature on the instrument the person, or the entity upon  
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maria Chuakay

Signature of Notary Public

