

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Erregierre S.P.A.	12/23/2008
RECEIVING PARTY DATA	
Name:	Intercept Pharmaceuticals, Inc.
Street Address:	18 Desbrosses Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11914559
CORRESPONDENCE DATA	
Fax Number:	(617)542-2241
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(617) 542-6000
Email:	jfoley@mintz.com
Correspondent Name:	Ivor R. Elrifi
Address Line 1:	One Financial Center
Address Line 2:	Mintz, Levin
Address Line 4:	Boston, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	35147-500
NAME OF SUBMITTER:	Jennifer L. Loebach
Total Attachments: 3 source=PRV 157 08 PATENT ASSIGNMENT AGREEMENT IT ENGL_signed by Erregierre#page1.tif source=PRV 157 08 PATENT ASSIGNMENT AGREEMENT IT ENGL_signed by Erregierre#page2.tif source=PRV 157 08 PATENT ASSIGNMENT AGREEMENT IT ENGL_signed by Erregierre#page3.tif	

OP \$40.00 11914559

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PATENT
REEL: 023397 FRAME: 0038

PATENT ASSIGNMENT AGREEMENT

By and between:

ERREGIERRE S.P.A., a company organised and existing under the Laws of Italy, with registered office in Via Francesco Baracca, No. 19 – 24060 San Paolo d'Argon (BG) – Italy, in the person of its legal representative Mr. Pietro Carlo Gargani, President, Fiscal Code GRGPRC38D03F205U (hereinafter called “the Assignor”)
on the one hand

and:

INTERCEPT PHARMACEUTICALS, a company organised and existing under the Laws of the United States of America, with registered office at 18 Desbrosses Street, New York, NY, 10013, in the person of its legal representative Mr. Mark Pruzanski, President and CEO,
(hereinafter called “the Assignee”)

(Assignor and Assignee together “the Parties”)

RECITALS

WHEREAS, Assignor being the owner of the rights, title and interest in the Intellectual Property as defined in the herewith attached Exhibit A (hereinafter, the “Intellectual Property”);

WHEREAS, Assignor desires to transfer to Assignee its 50% undivided share of said Intellectual Property on the terms and subject to the conditions hereinafter set forth and Assignee desires to obtain such partial ownership of the Intellectual Property;

NOW, THEREFORE, in consideration of the mutual premises and covenants contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

Art. 1 –

Subject to the terms and conditions of this Agreement, Assignor hereby assigns and transfers to Assignee its 50% undivided share of the Intellectual Property with all the rights and obligations that such ownership entails.

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CONTRATTO DI CESSIONE DI BREVETTO

Tra:

ERREGIERRE S.P.A., società di diritto italiano, con sede in Via Francesco Baracca, No. 19 – 24060 San Paolo d'Argon (BG) – Italy, in persona del legale rappresentante Sig. Pietro Carlo Gargani, Presidente, C.F. GRGPRC38D03F205U (di seguito “Cedente”) da una parte

e:

INTERCEPT PHARMACEUTICALS, società di diritto statunitense, con sede in 18, Desbrosses Street, New York, NY 10013, in persona del legale rappresentante Sig. Mark Pruzanski, Presidente e direttore amministrativo,

(di seguito “Cessionaria”)

(Cedente e Cessionaria insieme “le Parti”)

PREMESSA

PREMESSO CHE, il Cedente è titolare delle privative brevettuali come specificate nel qui accluso allegato A (di seguito, “Brevetti”);

PREMESSO CHE, il Cedente intende trasferire alla Cessionaria la propria quota pari al 50% dei Brevetti sulla base delle condizioni previste nel presente Contratto e che la Cessionaria desidera ottenere la proprietà parziale dei Brevetti;

E CHE, in considerazione delle reciproche premesse e accordi contenuti nel presente Contratto, tra dette Parti, ut sopra menzionate, si conviene e si stipula quanto segue:

Art. 1 –

Sulla base delle condizioni previste dal presente Accordo, il Cedente cede e trasferisce alla Cessionaria la propria quota pari al 50% del Brevetto, senza restrizione alcuna e con tutti gli oneri che ne conseguono.

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Art. 2 –

The Intellectual Property is assigned to the Assignee under all conditions of fact and law as it presently stands.

Art. 3 –

The Assignor authorizes the Assignee to attend to the registration of this Assignment Agreement, at its sole expense, before all the national competent Patent and Trademark Offices in Italy as well as abroad.

Art. 4 –

For the purpose of fiscal registration in Italy, the Parties hereby declare that the consideration for the assignment amounts to Euro 100,00 (one-hundred zero zero).

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date herebelow written.

Art. 2 –

I brevetti vengono trasmessi alla Cessionaria nello stato di fatto e di diritto nel quale essi si trovano.

Art. 3 –

Il Cedente autorizza la Cessionaria ad operare la trascrizione del presente Contratto di Cessione, a sue spese, presso ogni Ufficio Marchi e Brevetti competente in Italia e all'estero.

Art. 4 –

Agli effetti della registrazione fiscale in Italia, le Parti dichiarano che il valore della cessione ammonta a Euro 100,00 (cento virgola zero zero).

A TESTIMONIANZA DI QUANTO PREMESSO, le Parti sottoscrivono il presente contratto nella data qui in calce riportata.

(Assignor/Cedente)

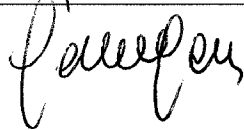
Company's name/Nome società: Erregierre S.p.A.

Name of the person signing/Nome firmatario: Pietro Carlo Gargani

Title/qualifica: Presidente

Date/Data: 23/12/08

Signature/firma:



(Assignee/Cessionario)

Company's name/Nome società: Intercept Pharmaceuticals, Inc.

Name of the person signing/Nome firmatario: Mark Pruzanski

Title/qualifica: President and Chief Executive Officer

Date/Data: December 12, 2008

Signature/firma:

Country	Appl	Pubb	Titolo
<u>AUSTRALIA</u>			
☐	2006248906 (19/05/2006)	WO2006/1229 77 (23/11/2006)	PROCESS FOR PREPARING 3ALPHA(BHETA)-7ALPHA(BHETA)-DIHYDROXY- 6ALPHA(BHETA)-ALKYL-5BHETA CHOLANIC ACID
<u>CANADA</u>			
☐	2,608,539 (19/05/2006)	WO2006/1229 77 (23/11/2006)	PROCESS FOR PREPARING 3ALPHA(BHETA)-7ALPHA(BHETA)-DIHYDROXY- 6ALPHA(BHETA)-ALKYL-5BHETA CHOLANIC ACID
<u>CINA</u>			
☐	200680017025.6 (19/05/2006)	CN101203526 (18/06/2008)	PROCESS FOR PREPARING 3ALPHA(BHETA)-7ALPHA(BHETA)-DIHYDROXY- 6ALPHA(BHETA)-ALKYL-5BHETA CHOLANIC ACID
<u>EUROPA</u>			
☐	06763188.7 (19/05/2006)	1888614 (23/11/2006)	PROCESS FOR PREPARING 3ALPHA(BHETA)-7ALPHA(BHETA)-DIHYDROXY- 6ALPHA(BHETA)-ALKYL-5BHETA CHOLANIC ACID
<u>INDIA</u>			
☐	5849/CHENP/200 7 (19/05/2006)	WO2006/1229 77 (23/11/2006)	PROCESS FOR PREPARING 3ALPHA(BHETA)-7ALPHA(BHETA)-DIHYDROXY- 6ALPHA(BHETA)-ALKYL-5BHETA CHOLANIC ACID
<u>ITALIA</u>			
☐	MI2005A000912 (19/05/2005)	(...)	PROCESS FOR PREPARING 3ALPHA(BHETA)-7ALPHA(BHETA)-DIHYDROXY- 6ALPHA(BHETA)-ALKYL-5BHETA CHOLANIC ACID
<u>GIAPPONE</u>			
☐	2008-511719 (19/05/2006)	WO2006/1229 77 (23/11/2006)	PROCESS FOR PREPARING 3ALPHA(BHETA)-7ALPHA(BHETA)-DIHYDROXY- 6ALPHA(BHETA)-ALKYL-5BHETA CHOLANIC ACID
<u>U.S.A.</u>			
☐	11/914,559 (19/05/2006)	WO2006/1229 77 (23/11/2006)	PROCESS FOR PREPARING 3ALPHA(BHETA)-7ALPHA(BHETA)-DIHYDROXY- 6ALPHA(BHETA)-ALKYL-5BHETA CHOLANIC ACID