

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Orphatec Pharmaceuticals GmbH	02/08/2011
RECEIVING PARTY DATA	
Name:	Alexion Pharma International SARL
Street Address:	Avenue du Tribunal Federal 34
City:	Lausanne
State/Country:	SWITZERLAND
Postal Code:	1005
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	61334029
Application Number:	61334031
Patent Number:	7504095
PCT Number:	DE0500142
CORRESPONDENCE DATA	
Fax Number:	(617)235-9492
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(617) 951-7000
Email:	mdipalma@ropesgray.com
Correspondent Name:	Ropes & Gray LLP
Address Line 1:	Prudential Tower 800 Boylston Street
Address Line 4:	Boston, MASSACHUSETTS 02199-3600
ATTORNEY DOCKET NUMBER:	ALXN-021
NAME OF SUBMITTER:	Mary Jane DiPalma

CH \$160.00 61334029

Total Attachments: 6

501443818

PATENT
REEL: 025836 FRAME: 0001

source=Orphatec to Alexion#page1.tif
source=Orphatec to Alexion#page2.tif
source=Orphatec to Alexion#page3.tif
source=Orphatec to Alexion#page4.tif
source=Orphatec to Alexion#page5.tif
source=Orphatec to Alexion#page6.tif

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is dated as of February 8, 2011, by Orphatec Pharmaceuticals GmbH, a company incorporated in Germany with offices at Viktoria Weg 7, DE-53859, Niederkassel, Germany (the "Assignor"), to Alexion Pharma International SARL, a Swiss corporation with offices at Avenue du Tribunal Fédéral 34, 1005, Lausanne, Switzerland (the "Assignee").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Assignor and Assignee dated as of February 8, 2011 (the "Asset Purchase Agreement"), Assignor has agreed to assign to the Assignee all of the Assignor's right, title, and interest in, to and under the Oatmeal Intellectual Property, as defined in the Asset Purchase Agreement, including, without limitation, the patents and patent applications listed on Schedule A hereto, and (a) all national, regional and international patents and patent applications, including provisional patent applications, (b) all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority from any of the foregoing, including divisionals, continuations, continuations-in-part, provisionals, converted provisionals, and continued prosecution applications and any and all rights to claim priority from any of the foregoing, (c) any and all patents that have issued or in the future issue from the foregoing patent applications ((a) and (b)), including utility models, petty patents and design patents and certificates of invention, (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications ((a), (b) and (c)), and (e) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any such foregoing patent applications and patents (collectively with all inventions, improvements and discoveries disclosed in the foregoing, the "Patents"); and

WHEREAS, all of the terms and conditions precedent provided in the Asset Purchase Agreement have been met and performed by the respective parties thereto, and Assignor and Assignee now desire to carry out the intent and purpose of the Asset Purchase Agreement by the execution and delivery of this instrument evidencing the assignment by Assignor and the assumption by the Assignee of all the Patents.

NOW, THEREFORE, in consideration of the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby does sell, assign (and confirms it has assigned), convey, and transfer to the Assignee all of Assignor's rights, title, and interest in, to and under the Patents as now or hereafter in effect, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives, together with the right to claim priority in Germany, the United States and before any international conventions and any other foreign jurisdictions and the rights to all income, royalties, or payments due or payable as of the effective date of this Assignment or thereafter, including,

without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Patents with the right to sue for and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to record ownership of patents and patent applications in Germany, the United States or in any other foreign countries, to record the Assignee as the owner of the Patents.

3. Further Assurances. After the date hereof and at the Assignee's reasonable request, Assignor will, at Assignee's sole expense, provide any further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials) to obtain, perfect, and defend the Patents in any country or jurisdiction.

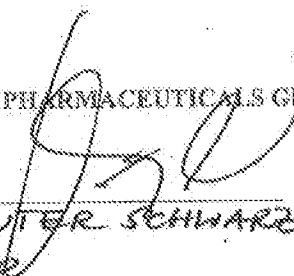
4. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert any claim, cause of action, or right of action against the Assignee and/or Assignee's parents, subsidiaries, licensees, customers, distributors, affiliates, joint venturers, agents, employees, directors, successors, and assigns, in which Assignor asserts that it is the owner of the Patents, or has the right to receive royalties or enjoy any other rights and/or benefits Assignor would have if Assignor were an owner of the Patents.

5. Governing Law. This Assignment, the rights of the parties and all actions arising in whole or in part under or in connection herewith will be governed by and construed in accordance with the domestic substantive laws of Switzerland, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction and without giving effect to the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

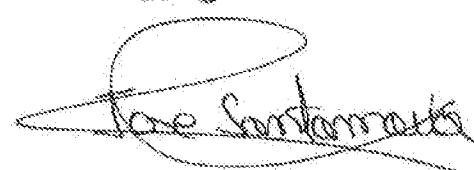
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed, made and entered into this Assignment under seal as of the date first set forth above.

ORPHATEC PHARMACEUTICALS GMBH

By: 
Name: GINTER SCHWARZE
Title: CEO

Köln,
7.2.2011


JOSE SANTAMARIA
CSO



[Signature Page to Patent Assignment]

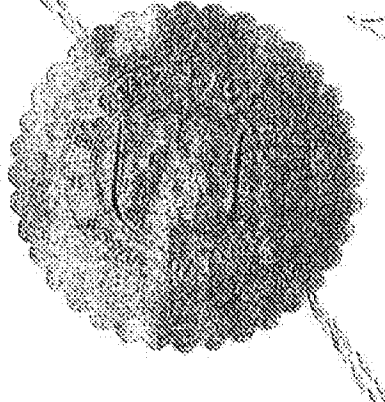
Urkundenrolle Nr. 198/2011

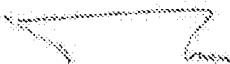
I hereby certify that the signatures under the foregoing document were acknowledged in my presence by

1. Mr. Prof. Dr. Günter Schwarz, born on 24th of July 1970,
resident in Viktoriaweg 7, 53859 Niederkassel,
identified by german driving license,

Mr. Jose Angel Santamaria Araujo , born on 12th of August 1976,
resident in Esserstr. 40, 51105 Köln,
identified by spanish passport.

Cologne, 7th of February 2011




Dr. Robertz
Notary public

ACCEPTED:

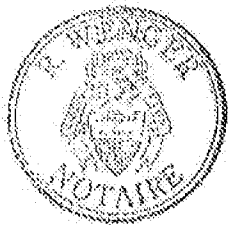
ALEXION PHARMA INTERNATIONAL SARL

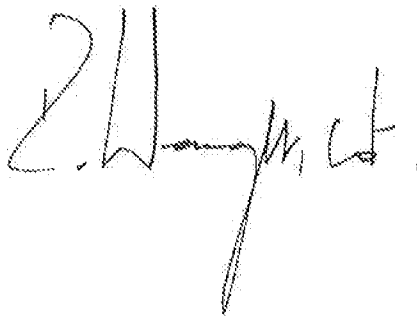
By: 

Name: P. COISSAC

Title: PRESIDENT

Légalisation numéro 4'514.- Sur la base d'un specimen déposé en l'Etude, la soussignée Regina WENGER, notaire à Lausanne, pour le Canton de Vaud, Suisse, atteste l'authenticité de la signature apposée ci-dessus, sous rubrique, par Monsieur Patrice Marie André COISSAC, de France, à Lausanne, Canton de Vaud, Suisse, lequel engage valablement Alexion Pharma International Sàrl (Alexion Pharma International GmbH) (Alexion Pharma International LLC), société à responsabilité limitée dont le siège est à Lausanne, Canton de Vaud, Suisse, en sa qualité de gérant et président du conseil avec signature individuelle.-----
Lausanne, Vaud, Suisse, le deux février deux mille onze.-----







Place Notary Seal and/or Stamp above

[Signature Page to Patent Assignment]

Schedule A
Patents

1. Canada Patent: "Method For Obtaining Precursor Z And Use Thereof For The Production Of A Means For Therapy Of Human Molybdenum Cofactor Deficiency," Application No. 2,554,461, Filed 31 January 2005.
2. US Provisional Patent: "Treatment of a Metabolic Disorder and Composition Therefor," Application No. 61/334029, filed on 12 May 2010 (P84137.US).
3. US Provisional Patent: "Method of Treating Metabolic Disorder and Formulation Therefor," Application No. 61/334031, filed on 12 May 2010 (P84136.US).
4. PCT Patent: "Method For Obtaining Precursor Z And Use Thereof For The Production Of A Means For Therapy Of Human Molybdenum Cofactor Deficiency," PCT/DE2005/000142, Filed 31 January 2005.
5. German Patent: "Produktion, Gewinnung und therapeutischer Einsatz des Molybdopterin-Derivats Precursor Z zur Therapie der Stoffwechselerkrankung humaner Molybdäncofaktor-Defizienz und anderer assoziierter Krankheiten," DE 10 2004 004 642, Filed 29 January 2004.
6. European Patent: "Method for Obtaining Precursor Z and Use Thereof for the Production of a Means for Therapy of Human Molybdenum Cofactor Deficiency," EP 05726279.2, Filed 31 January 2005.
7. US Patent: "Method For Obtaining Precursor Z And Use Thereof For The Production Of A Means For Therapy Of Human Molybdenum Cofactor Deficiency," US Patent 7,504,095, Granted 17 March 2009.