

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNMENT																
CONVEYING PARTY DATA																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr><td>David J. Lauffer</td><td>07/21/2011</td></tr> <tr><td>Pan Li</td><td>07/20/2011</td></tr> <tr><td>Kira McGinty</td><td>02/22/2005</td></tr> <tr><td>Steven M. Ronkin</td><td>07/20/2011</td></tr> <tr><td>Qing Tang</td><td>07/21/2011</td></tr> <tr><td>Anne-Laure Grillot</td><td>07/20/2011</td></tr> <tr><td>Nathan D. Waal</td><td>07/20/2011</td></tr> </tbody> </table>		Name	Execution Date	David J. Lauffer	07/21/2011	Pan Li	07/20/2011	Kira McGinty	02/22/2005	Steven M. Ronkin	07/20/2011	Qing Tang	07/21/2011	Anne-Laure Grillot	07/20/2011	Nathan D. Waal	07/20/2011
Name	Execution Date																
David J. Lauffer	07/21/2011																
Pan Li	07/20/2011																
Kira McGinty	02/22/2005																
Steven M. Ronkin	07/20/2011																
Qing Tang	07/21/2011																
Anne-Laure Grillot	07/20/2011																
Nathan D. Waal	07/20/2011																
RECEIVING PARTY DATA																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;">Name:</td><td>Vertex Pharmaceuticals Incorporated</td></tr> <tr><td>Street Address:</td><td>130 Waverly Street</td></tr> <tr><td>City:</td><td>Cambridge</td></tr> <tr><td>State/Country:</td><td>MASSACHUSETTS</td></tr> <tr><td>Postal Code:</td><td>02139</td></tr> </table>		Name:	Vertex Pharmaceuticals Incorporated	Street Address:	130 Waverly Street	City:	Cambridge	State/Country:	MASSACHUSETTS	Postal Code:	02139						
Name:	Vertex Pharmaceuticals Incorporated																
Street Address:	130 Waverly Street																
City:	Cambridge																
State/Country:	MASSACHUSETTS																
Postal Code:	02139																
PROPERTY NUMBERS Total: 2																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13090563</td> </tr> <tr> <td>PCT Number:</td> <td>US0961253</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13090563	PCT Number:	US0961253										
Property Type	Number																
Application Number:	13090563																
PCT Number:	US0961253																
CORRESPONDENCE DATA																	
<p> Fax Number: (617)444-6483 Phone: 617-444-6790 Email: lauren_devincenzo@vrtx.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> </p> <p> Correspondent Name: Vertex Pharmaceuticals Incorporated Address Line 1: 130 Waverly Street Address Line 4: Cambridge, MASSACHUSETTS 02139 </p>																	

CH \$80.00 13090563

501672457

PATENT
REEL: 026972 FRAME: 0373

ATTORNEY DOCKET NUMBER:	VPI/08-104 USW CN1 &WO
NAME OF SUBMITTER:	Daniel A. Pearson
<p>Total Attachments: 14</p> <p>source=VPI-08-104 US & WO executed assignment#page1.tif source=VPI-08-104 US & WO executed assignment#page2.tif source=VPI-08-104 US & WO executed assignment#page3.tif source=VPI-08-104 US & WO executed assignment#page4.tif source=VPI-08-104 US & WO executed assignment#page5.tif source=VPI-08-104 US & WO executed assignment#page6.tif source=VPI-08-104 US & WO executed assignment#page7.tif source=VPI-08-104 US & WO executed assignment#page8.tif source=VPI-08-104 US & WO executed assignment#page9.tif source=VPI-08-104 US & WO executed assignment#page10.tif source=VPI-08-104 US & WO executed assignment#page11.tif source=VPI-08-104 US & WO executed assignment#page12.tif source=VPI-08-104 US & WO executed assignment#page13.tif source=VPI-08-104 US & WO executed assignment#page14.tif</p>	

ASSIGNMENT

We,

- (1) David J. Lauffer, of Stow, Massachusetts;
- (2) Pan Li, of Lexington, Massachusetts;
- (3) Kira McGinty, of Schenectady, New York;
- (4) Steven M. Ronkin, of Watertown, Massachusetts;
- (5) Qing Tang, of Acton, Massachusetts;
- (6) Anne-Laure Grillot, of Somerville, Massachusetts; and
- (7) Nathan D. Waal, of Cambridge, Massachusetts,

for good and valuable consideration, receipt of which is hereby acknowledged, have assigned, sold and transferred to, by virtue of our agreement with Vertex Pharmaceuticals Incorporated and do hereby assign, sell and transfer to, Vertex Pharmaceuticals Incorporated, a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having an office and a place of business at 130 Waverly Street, Cambridge, MA 02139, its successors and assigns, all hereinafter referred to as the ASSIGNEE:

(1) the entire right, title and interest in the United States and in all countries throughout the world in and to any and all of our inventions, and discoveries disclosed in:

(a) the application for United States Letters Patent entitled: C-MET PROTEIN KINASE INHIBITORS, and filed in the United States Patent and Trademark Office on April 20, 2011, under Application Number 13/090,563, including any renewals, revivals, reissues, reexaminations, extensions, continuations, and divisions thereof, and any substitute applications therefor, and/or

(b) the International Patent Application entitled: C-MET PROTEIN KINASE INHIBITORS, filed under the Patent Cooperation Treaty in the United States Receiving Office on October 20, 2009, under Application No. PCT/US2009/061253, and designating all countries, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof, and any substitute applications therefor;

(2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in our names at the election of the ASSIGNEE or its designee, on the aforesaid inventions, discoveries and applications in the United States and in any other country of the world;

(3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any other country of the world, and in and to any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof; and

(4) the entire right, title and interest in and to all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications including, but not limited to, the following priority application(s):

61/107,013	US	October 21, 2008
Application No.	Country	Filing Date

and all rights of priority in any country of the world deriving from the above-identified International Patent Application.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries or applications, and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure

patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

David J. Lauffer

(1) David J. Lauffer

Date: 7/21/2011

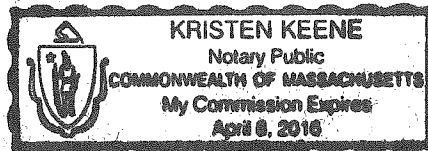
Commonwealth of Massachusetts
County of Middlesex

On this 21st day of July, 2011, before me, the undersigned notary public, personally appeared David J. Lauffer, proved to me through satisfactory evidence of identification which was/were: ☒ personal knowledge of identity, ☐ a driver's license, ☐ other (please identify) _____, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Kristen Keene

Notary Public

My Commission Expires: 4/8/2016




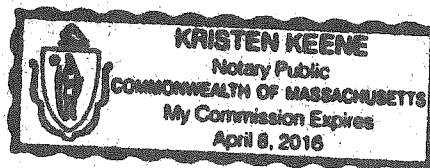

(2) Pan Li

Date: 7/20/2011

Commonwealth of Massachusetts
County of Middlesex

On this 20th day of July, 2011, before me, the undersigned notary public, personally appeared Pan Li, proved to me through satisfactory evidence of identification which was/were: ☒ personal knowledge of identity, ☐ a driver's license, ☐ other (please identify) _____, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.


Notary Public
My Commission Expires: 4/8/2016



(3) Kira McGinty

Date: _____

IN WITNESS WHEREOF, I have hereunto set hand and seal

Signature of witness:

Printed Name of Witness: _____

this ____ day of _____.
Date of signing

IN WITNESS WHEREOF, I have hereunto set hand and seal

Signature of witness:

Printed Name of Witness: _____

this ____ day of _____.
Date of signing

Steven M. Ronkin

(4) Steven M. Ronkin

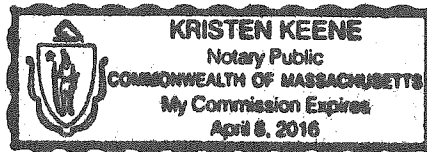
Date: 7/20/11

Commonwealth of Massachusetts
County of Middlesex

On this 20th day of July, 2011, before me, the undersigned notary public, personally appeared Steven M. Ronkin, proved to me through satisfactory evidence of identification which was/were: ☒ personal knowledge of identity, ☐ a driver's license, ☐ other (please identify) _____, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Kristen Keene
Notary Public

My Commission Expires: 4/8/2016



Q
(5) Qing Tang

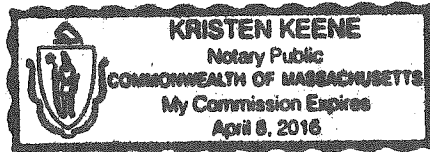
Date: 7/21/2011

Commonwealth of Massachusetts
County of Middlesex

On this 21st day of July, 2011, before me, the undersigned notary public, personally appeared Qing Tang, proved to me through satisfactory evidence of identification which was/were: ☒ personal knowledge of identity, ☐ a driver's license, ☐ other (please identify) _____, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Kristen Keene
Notary Public

My Commission Expires: 4/8/2016



Anne-Laure Grillot

(6) Anne-Laure Grillot

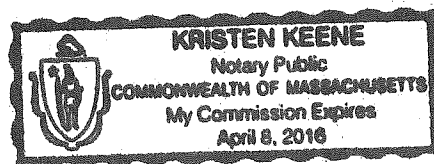
Date: 07/20/2011

Commonwealth of Massachusetts
County of Middlesex

On this 20th day of July, 2011, before me, the undersigned notary public, personally appeared Anne-Laure Grillot, proved to me through satisfactory evidence of identification which was/were: ☒ personal knowledge of identity, ☐ a driver's license, ☐ other (please identify) _____, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Kristen Keene
Notary Public

My Commission Expires: 4/8/2016



ld Waal

(7) Nathan D. Waal

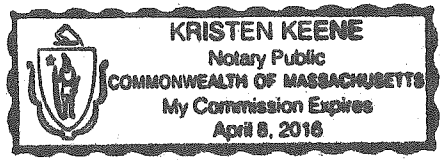
Date: 7/20/11

Commonwealth of Massachusetts
County of Middlesex

On this 20th day of July, 2011, before me, the undersigned notary public, personally appeared Nathan D. Waal, proved to me through satisfactory evidence of identification which was/were: ☒ personal knowledge of identity, ☐ a driver's license, ☐ other (please identify) _____, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Kristen Keene
Notary Public

My Commission Expires: 4/8/2016



ACKNOWLEDGMENT OF ASSIGNEE

By: Stephen L. Nesbitt
Stephen L. Nesbitt
Vice President and Chief Patent Counsel
VERTEX PHARMACEUTICALS INCORPORATED

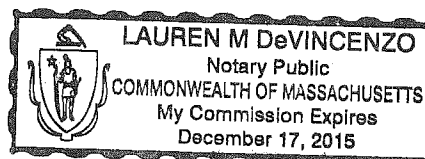
Date: September 8, 2011

Commonwealth of Massachusetts
County of Middlesex

On this 8th day of September, 2011, before me, the undersigned notary public, personally appeared Stephen L. Nesbitt (name of document signer), proved to me through satisfactory evidence of identification which was/were: ☒ personal knowledge of identity, ☐ a driver's license, ☐ other (please identify) _____, to be the person whose name is signed on this document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Lauren M DeVincenzo
Notary Public

My Commission Expires: December 17, 2015



VERTEX PHARMACEUTICALS INCORPORATED

EMPLOYEE NON-DISCLOSURE, NON-COMPETITION & INVENTIONS AGREEMENT

1. **Non-Disclosure of Information.** I agree that, at all times during or subsequent to my employment, I will keep in strictest trust and confidence all Confidential Information (as defined below) of Vertex Pharmaceuticals Incorporated and its subsidiaries and affiliated companies (together, "Vertex") that is disclosed to me or created by me or to which I have access. I will not use or disclose such Confidential Information without the written consent of Vertex, except as may be necessary in the ordinary course of performing my duties as an employee of Vertex.

2. **Surrender of Confidential Information.** Upon termination of my employment, for whatever reason, I will promptly surrender to Vertex all copies, in whatever form, of Vertex's Confidential Information in my possession, custody or control, and I will not take with me any of Vertex's Confidential Information that is embodied in a tangible medium of expression.

3. **Disclosure of Inventions.** I will promptly and fully disclose to Vertex (or any persons designated by it) all Inventions made, developed, created, generated, conceived or reduced to practice by me, either alone or jointly with others, whether during or after the period of my employment.

4. **Assignment of Rights.** I agree that all Confidential Information and Inventions shall be the sole property of Vertex and its assigns, and Vertex and its assigns shall be the sole owner of all patents, copyrights, trademarks, trade secrets, and other rights and protection in connection therewith. I hereby assign to Vertex any rights I may have or acquire in such Confidential Information and Inventions. I further agree to assist Vertex in every proper way (but at Vertex's expense) to obtain and from time to time enforce patents, copyrights, trademarks, trade secrets, and other rights and protection relating to said Confidential Information and Inventions in any and all countries, and to that end I will execute all documents for use in applying for, obtaining and enforcing such patents, copyrights, trademarks, trade secrets and other rights and protection on such Confidential Information and Inventions, as Vertex may desire, together with any assignments thereof to Vertex or persons designated by it. The foregoing obligation to assist Vertex shall continue after the termination of my employment, but Vertex shall compensate me at a reasonable rate for time actually spent by me on such assistance at Vertex's request after my termination.

5. **No Conflicting Obligations.** I represent and warrant to Vertex that I have no interest or obligation, including without limitation any obligation to keep in confidence any information acquired from previous employers or other persons, which is inconsistent with or in conflict with this Agreement or which would prevent, limit or impair my performance of any part of this Agreement or the performance of my duties as an employee of Vertex. I agree to notify Vertex immediately if any such interest or obligation arises.

6. **Covenant Not to Compete.** I acknowledge the unique nature of the business of Vertex and the need of Vertex to maintain its competitive advantage in its industry through the protection of its trade secrets and proprietary information. Accordingly, I agree that during the term of my employment with Vertex and for a period of one (1) year thereafter, I will not, directly or indirectly, for my own account or for any other person or entity, as agent, employee, officer, director, trustee, consultant, owner, partner or shareholder, or in any other capacity:

- (i) hire or attempt to hire or assist any other person in hiring or attempting to hire any employee of Vertex; or
- (ii) encourage or assist any other person in encouraging any director, officer, employee, agent, consultant or any other person or entity affiliated with Vertex to terminate or alter his, her or its relationship with Vertex; or
- (iii) encourage or assist any other person in encouraging any customer, supplier or other party with which Vertex does business to terminate or alter its relationship with Vertex; or
- (iv) market or sell or assist any other person in marketing or selling any product or service that competes, directly or indirectly with any product or service manufactured, sold or under development by Vertex at the date of termination of my employment with Vertex; or
- (v) research, develop or manufacture or assist any other person in researching, developing or manufacturing any product or service that competes with any product or service conceived, manufactured, sold or under development by Vertex at the date of termination of my employment with Vertex.

In order to assure that I do not breach any of the foregoing provisions, I agree that for a period of one (1) year following the termination of my employment with Vertex I will not accept employment with, advise, provide consulting services to or acquire any interest in (except an equity interest of less than 5% of the total outstanding shares of a publicly traded company) any business that directly or indirectly competes with any product or service conceived, manufactured, sold or under development by Vertex without first obtaining the written consent of Vertex. Vertex shall be permitted to withhold such consent in its sole discretion unless my prospective employer and I are able to provide Vertex with assurances reasonably satisfactory to Vertex that I will not be assisting the prospective employer in any of the prohibited activities listed above.

7. Definitions. For the purposes of this Agreement:

7.1. "Confidential Information" includes any and all versions of any of the following: (i) data or information concerning Vertex's business and technologies; (ii) Vertex's proprietary pharmaceutical compounds, processes, data and documentation; (iii) Vertex's proprietary computer software, firmware, data, documentation and information; (iv) Vertex's business methods and practices; (v) confidential, proprietary or trade secret information received from or otherwise relating to Vertex's customers, suppliers, consultants, collaborators or other third parties, including without limitation the names of such persons or entities and the nature of Vertex's relationships with them; (vi) information concerning the employees of Vertex; and (vii) any other information (including information about Vertex's operations, personnel, products or services) which, if misused or disclosed, could have a reasonable possibility of adversely affecting the business of Vertex (including, without limitation, any such data, documentation and information created, developed, produced, or made by me during the period of or arising out of my employment by Vertex); *provided, however*, that "Confidential Information" shall not include any information which is now in the public domain or which becomes part of the public domain by publication or otherwise, except by breach of this Agreement.

7.2. "Inventions" means all inventions, discoveries, developments, designs, improvements, formulae, processes, techniques, computer programs, strategies, specific know-how, data, and intellectual property, whether or not patentable or registrable under patent, copyright or similar statutes (i) that are made, developed, created, generated, conceived or reduced to practice by me, either alone or jointly with others, while I am employed by Vertex, or (ii) that result from tasks assigned to me

by Vertex or from the use of premises or property (including equipment, supplies, facilities or Vertex's Confidential Information) owned, leased, or contracted for by Vertex and that are made, developed, created, generated, conceived or reduced to practice by me, either alone or jointly with others, whether during or after my employment with Vertex.

8. **Enforcement.** I agree and acknowledge that the rights and obligations set forth under this Agreement are of a unique and special nature and that Vertex is, therefore, without an adequate legal remedy if I violate my obligations under this Agreement. I agree, therefore, that the covenants made by me under this Agreement shall be specifically enforceable in equity, in addition to all other rights and remedies, at law or in equity or otherwise (including termination of employment) that may be available to Vertex. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provisions, or the invalid portion thereof, had not been a part hereof.

9. **General.** This Agreement does not constitute a contract of employment. It shall survive the termination of my employment. It may be modified only by an agreement in writing signed by me and by an authorized representative of Vertex. This Agreement shall be effective as of the date of commencement of my employment by Vertex. The laws of the Commonwealth of Massachusetts shall govern this Agreement without giving effect to conflict of laws provisions thereof. This Agreement shall be binding upon me and my heirs and personal representatives and shall inure to the benefit of Vertex and its successors, assigns and nominees.

Signature

Kira B

Date

Feb 22/05

Print Name

KIRA E.B. MCINTY

[Rev. 08/26/99]