# 502108132 10/26/2012

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

### **CONVEYING PARTY DATA**

Name	Execution Date	
Galapagos NV	10/22/2012	

## **RECEIVING PARTY DATA**

Name:	DART THERAPEUTICS LLC		
Street Address:	635 Main Street		
City:	Great Barrington		
State/Country:	MASSACHUSETTS		
Postal Code:	01230		

## PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	13167682	

## **CORRESPONDENCE DATA**

**Fax Number**: 6173957070

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

Phone: (617) 395-7087

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Correspondent Name: Lando & Anastasi LLP
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Address Line 2: One Main Street

Address Line 4: Cambridge, MASSACHUSETTS 02142

NAME OF SUBMITTER: Catherine M. McCarty

Total Attachments: 2

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PATENT REEL: 029195 FRAME: 0818 CH \$40.00 1516/68

502108132

DEED OF ASSIGNMENT made this 22 day of October 2012

#### BETWEEN:

- (1) **GALAPAGOS NV** incorporated and registered in Belgium whose registered office is at Generaal De Wittelaan L11 A3, 2800 Mechelen, Belgium (the "Assignor"); and
- (2) DART Therapeutics, LLC., incorporated and registered in the United States of America whose registered office is at 635 Main Street, Great Barrington, MA 01230, USA (the "Assignee").

### WHEREAS:

(A) The Assignor is the proprietor of the patents and patent application listed below, (the "Patents"):

Country	Galapagos Ref No.	Application No.	Grant No.	Filing Date	Grant Date	Satus
United States	PSK-075-US-CIP	US12/751158	8168667	31 Mrt 2010	1 May 2012	Granted
United States	PSK-075-US-PCT	US12/227776		8 Oct 2009		Abandoned
United States	PSK-137-US-DIV	US13/167682	.*.	23 June 2011	-	Pending
United States	PSK-137-US-NP	US12/557368	7968581	10 Sep 2009	28 June 2011	Granted

(B) By virtue of an Agreement made on 16 August 2012 between the Assignor and the Assignee, the Assignor has agreed to assign to the Assignee the Patents and all its rights, title and interest therein upon the terms and conditions set out below.

#### **OPERATIVE PROVISIONS:**

- In pursuance of the said Agreement and in consideration of the sum of €1 and other good and valuable consideration paid by the Assignee to the Assignor (the receipt and sufficiency of which the Assignor hereby acknowledges), the Assignor HEREBY ASSIGNS unto the Assignee: -
  - (a) all the Assignor's interest in and to the Patents together with all National and/or Regional Granted Patents, re-issues, re-examinations, extensions and Supplementary Protection Certificates (or the equivalent) designated by and/or otherwise howsoever deriving from the Patents and the full and exclusive benefit thereof and all rights privileges and advantages associated therewith; and

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(b) the right to recover and take such proceedings as may be necessary for the recovery of damages or otherwise in respect of all infringements of the Patents or any patents granted pursuant to the Patents whether such infringements take place before or after the date of this Assignment.

TO HOLD the same unto the Assignee absolutely.

- 2. The Assignor HEREBY COVENANTS with the Assignee that the Assignor:
  - (a) has the right to dispose of the Patents;
  - (b) is disposing of the Patents free of all charges, encumbrances and rights exercisable by third parties other than those which it does not and could not reasonably be expected to know about; and
  - (c) will, at the expense of the Assignee execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to pass title to the Patents and to enable the Assignee (or the nominee of the Assignee) to enjoy the full benefit of the property and rights hereby assigned.
- The Assignor hereby consents to this Assignment being registered at the relevant Intellectual Property Office.
- This Assignment shall be governed by Belgian law.

IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written:

For Galapagos NV

Name Andre Hoekema

Title: Senior VP Corporate Development

Date: <u>lo/22/2012</u>

For DART Therapeutics, LLC.

Name: Eugene Williams

Title: Chairman and CEO

Date: 9/13/2012