502114788 11/01/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Adam D Hughes	10/18/2012
Erik Fenster	10/18/2012
Melissa Fleury	10/11/2012
Roland Gendron	10/18/2012

RECEIVING PARTY DATA

Name:	Theravance, Inc.
Street Address:	901 Gateway Boulevard
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13666538

CORRESPONDENCE DATA

Fax Number: 6508086078

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

Phone: 650.808.6000

Email: patent@theravance.com

Correspondent Name: THERAVANCE, INC.

Address Line 1: 901 GATEWAY BOULEVARD

Address Line 4: SOUTH SAN FRANCISCO, CALIFORNIA 94080

ATTORNEY DOCKET NUMBER:	P-291-US1
NAME OF SUBMITTER:	Shelley Eberle

Total Attachments: 5

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> PATENT REEL: 029228 FRAME: 0253

502114788

Assignment

This **Assignment**, by **Adam D. Hughes**, residing at 1221 Judson Street, Belmont, CA 94002; **Erik Fenster**, residing at 1000 National Avenue, Apt. 416, San Bruno, CA 94066; **Melissa Fleury**, residing at 1023 Divisadero Street, San Francisco, CA 94115; and **Roland Gendron**, residing at 2637 24th Street, Unit 5, San Francisco, CA 94110; (hereinafter referred to as "the **Assignor**") witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements in **NEPRILYSIN INHIBITORS** as set forth in an application for Letters Patent of the United States,

	whic	which is a provisional application					
		to be filed herewith; or					
		bearing Application No	and filed on	, or			
X	whic	th is a non-provisional application					
	X	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;

Attorney Docket: P-291-US1

Serial Number: Not yet assigned

PATENT REEL: 029228 FRAME: 0254 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-inpart 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 <u>Och 18, 2012</u>	Signature of Assignor	10/he
· ·		Adam D. Hüghes
State of <u>California</u>		
County of <u>San Mateo</u>		
On 18 October 2012 be	efore me, <u>Maria Chuak</u>	(ay, Notary Public,
personally appearedAdam D. I	Hughes	· · · · · · · · · · · · · · · · · · ·
who proved to me on the basis of satisf	actory evidence to be the	person whose name is
subscribed to the within instrument and	•	•
authorized capacity, and that by his sign		
, , ,		the person, or the entity apost
behalf of which the person acted, execu	ited the instrument.	
I certify under PENALTY OF PERJURY		ate of California that the
foregoing paragraph is true and correct.		
WITNESS my hand and official seal.		MARIA CHUAKAY Commission # 1874454 Notary Public - California San Mateo County
Thana Chuatay	La production of the second	My Comm. Expires Dec 24, 2013
Signature of Notary Public		

Attorney Docket: P-291-US1 Serial Number: Not yet assigned 2 of 5

Date <u>Ochober 18, 7013.</u> Signature of Assignor <u>Chip</u>
State ofCalifornia
County of <u>San Mateo</u>
On <u>/@ October 31/3—</u> before me, <u>Maria Chuakay,</u> <u>Notary Public,</u>
personally appeared <u>Erik Fenster</u> ,
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.
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 MARIA CHUAKAY
Commission # 1874454 Notary Public - California San Mateo County My Comm. Expires Dec 24, 2040
Signature of Notary Public My Comm. Expires Dec 24, 2013

Date 10 1 1 7	Signature	of AssignorMe	lisse Fleury
State of <u>California</u>			
County of <u>San Mateo</u>			
On 11 October 2012 1	pefore me, _	Maria Chuakay,	Notary Public,
personally appearedMelissa			
who proved to me on the basis of satis	factory evide	ence to be the pers	on whose name is
subscribed to the within instrument and	d acknowled	ged to me that she	executed the same in her
authorized capacity, and that by her significant			
behalf of which the person acted, exec	uted the inst	rument.	, ,
I certify under PENALTY OF PERJUR foregoing paragraph is true and correct		aws of the State of	California that the
WITNESS my hand and official seal. Signature of Notary Public	······································	N	MARIA CHUAKAY ommission # 1874454 otary Public - California San Mateo County omm. Expires Dec 24, 2013

1 «	1				Service Control	The same of the sa	
Date <i> </i>	1012		Signature	of Assignor		d Gendron	······································
					Notari	a Genaron	
State of	California						
County of	San Mateo						
On <i>/8</i>	October 2	n/2	before me, _	Maria Chu	akay,	Notary Public,	
personally ap	peared	Roland	Gendron			···	 1
who proved to	o me on the bas	sis of sati	sfactory evid	ence to be th	ne person	whose name is	
subscribed to	the within instru	ument an	nd acknowled	ged to me th	nat he exe	cuted the same	in his
authorized ca	pacity, and that	bv his si	gnature on th	e instrumer	nt the pers	on, or the entity	upon
	ch the person ac	-	-		•	,	•
	on the percent at	otou, oxo					
I certify under	r PENALTY OF	PERJUR	RY under the	laws of the S	State of Ca	alifornia that the	
foregoing par	agraph is true a	ind corre	ct.				
WITNESS my	y hand and offic	ial seal.				CHUAKAY n # 1874454	
1	A.L.				Notary Pub San Mai	lic - California	
6 - 20,240				The state of the s	Ny Comm. Exp	res Dec 24, 2013 🕻	

Attorney Docket: P-291-US1 Serial Number: Not yet assigned

RECORDED: 11/01/2012

Signature of Notary Public

PATENT REEL: 029228 FRAME: 0258