

## PATENT ASSIGNMENT

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| SUBMISSION TYPE:   | NEW ASSIGNMENT               |               |                |                     |            |               |            |            |            |
|--|------------------------------|---------------|----------------|---------------------|------------|---------------|------------|------------|------------|
| NATURE OF CONVEYANCE:  | ASSIGNMENT                   |               |                |                     |            |               |            |            |            |
| CONVEYING PARTY DATA   |                              |               |                |                     |            |               |            |            |            |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Dominique MEERGANS</td> <td>11/08/2012</td> </tr> <tr> <td>Daniela STUMM</td> <td>11/14/2012</td> </tr> <tr> <td>Jens GEIER</td> <td>11/08/2012</td> </tr> </tbody> </table> |                              | Name          | Execution Date | Dominique MEERGANS  | 11/08/2012 | Daniela STUMM | 11/14/2012 | Jens GEIER | 11/08/2012 |
| Name   | Execution Date               |               |                |                     |            |               |            |            |            |
| Dominique MEERGANS   | 11/08/2012                   |               |                |                     |            |               |            |            |            |
| Daniela STUMM  | 11/14/2012                   |               |                |                     |            |               |            |            |            |
| Jens GEIER   | 11/08/2012                   |               |                |                     |            |               |            |            |            |
| RECEIVING PARTY DATA   |                              |               |                |                     |            |               |            |            |            |
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| Street Address:  | Graf-Arco-Strasse 3          |               |                |                     |            |               |            |            |            |
| City:  | Ulm                          |               |                |                     |            |               |            |            |            |
| State/Country:   | GERMANY                      |               |                |                     |            |               |            |            |            |
| Postal Code:   | 89079                        |               |                |                     |            |               |            |            |            |
| PROPERTY NUMBERS Total: 1  |                              |               |                |                     |            |               |            |            |            |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13704580</td> </tr> </tbody> </table>  |                              | Property Type | Number         | Application Number: | 13704580   |               |            |            |            |
| Property Type  | Number                       |               |                |                     |            |               |            |            |            |
| Application Number:  | 13704580                     |               |                |                     |            |               |            |            |            |
| CORRESPONDENCE DATA  |                              |               |                |                     |            |               |            |            |            |
| Fax Number:  | 7035190137                   |               |                |                     |            |               |            |            |            |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>   |                              |               |                |                     |            |               |            |            |            |
| Phone:   | 703-549-7691                 |               |                |                     |            |               |            |            |            |
| Email:   | chalin@smithpatent.com       |               |                |                     |            |               |            |            |            |
| Correspondent Name:  | SMITH PATENT CONSULTING, LLC |               |                |                     |            |               |            |            |            |
| Address Line 1:  | 515 East Braddock Road       |               |                |                     |            |               |            |            |            |
| Address Line 2:  | Suite B                      |               |                |                     |            |               |            |            |            |
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| ATTORNEY DOCKET NUMBER:  | LNK-127                      |               |                |                     |            |               |            |            |            |
| NAME OF SUBMITTER:   | Chalin A. Smith              |               |                |                     |            |               |            |            |            |
| This document serves as an Oath/Declaration (37 CFR 1.63).   |                              |               |                |                     |            |               |            |            |            |

OP \$40.00 13704580

Total Attachments: 4

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**COMBINATION INVENTOR DECLARATION (37 CFR §1.63)**  
**AND PATENT ASSIGNMENT**

Title:

**SOLID IVABRADINE-CONTAINING COMPOSITION**

This declaration is directed to:

the attached application OR  
 the U.S. Application Serial No. \_\_\_\_\_ filed on \_\_\_\_\_ as amended on \_\_\_\_\_ (if applicable); OR  
 the invention claimed and described in a PCT application No. PCT/EP2011/059866 filed on June 14, 2011 and designating the United States.

I / we, the undersigned, hereinafter referred to herein as "Inventors" declare that:

The above-identified application was made or authorized to be made by me.

I / we believe that I am / we are the original inventor or an original joint inventors of an invention described and claimed in the above-identified application.

I / we have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment specifically referenced above.

I / we acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me/us to be material to patentability as defined in 37 CFR 1.56.

I / we assert that all statements made herein of my/our own knowledge are true, all statements made herein on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and may jeopardize the validity of the application or any patent issuing thereon.

FURTHERMORE,

WHEREAS,

**ratiopharm GmbH**  
**Graf-Arco-Strasse 3**  
**89079 Ulm**  
**GERMANY**

hereinafter referred to herein as "Applicant" or "Assignee", is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, I/We do hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application and any modifications and/or improvements therefor (hereinafter "invention"), any patent applications in the United States and any original applications, formal applications, continuation applications, continuations-in-part applications, request for continued examination applications, divisional applications, reissue applications, re-examinations or extensions thereof, and in and to any and all patents of the United States which may be issued for said invention, and all rights to claim priority therefrom and/or thereto; and any copyright or designs associated with or in said invention, and all rights of action and damages for any past, present or future infringement relating thereto, including all rights of actions and damages from publication of the patent applications and/or issuance of any patent relating thereto;

UPON SAID CONSIDERATIONS, I/We hereby agree with the said Assignee that I/We will not execute any writing or do any act whatsoever conflicting with these presents, and that I/We will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

AND I/We request the Commissioner for Patents to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent(s) and the invention covered thereby.

Executed this 08th day of Nov., 2012, at Munich (location).

Name of First Inventor: **Dominique MEERGANS**

Signature: \_\_\_\_\_

Citizen of: **Germany**

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Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, at \_\_\_\_\_ (location).

Name of First Inventor: **Daniela STUMM**

Signature: \_\_\_\_\_

Citizen of: **Germany**

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NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, I/We do hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application and any modifications and/or improvements therefor (hereinafter "invention"), any patent applications in the United States and any original applications, formal applications, continuation applications, continuations-in-part applications, request for continued examination applications, divisional applications, reissue applications, re-examinations or extensions thereof, and in and to any and all patents of the United States which may be issued for said invention, and all rights to claim priority therefrom and/or thereto; and any copyright or designs associated with or in said invention, and all rights of action and damages for any past, present or future infringement relating thereto, including all rights of actions and damages from publication of the patent applications and/or issuance of any patent relating thereto;

UPON SAID CONSIDERATIONS, I/We hereby agree with the said Assignee that I/We will not execute any writing or do any act whatsoever conflicting with these presents, and that I/We will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

AND I/We request the Commissioner for Patents to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent(s) and the invention covered thereby.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, at \_\_\_\_\_ (location).

Name of First Inventor: **Dominique MEERGANS**

Signature: \_\_\_\_\_

Citizen of: **Germany**

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Executed this 14 day of November 2012, at Berlin (location).

Name of First Inventor: **Daniela STUMM**

Signature: 

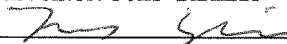
Citizen of: **Germany**

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Executed this 8. day of November, 2012, at Ulm, Germany (location).

Name of Third Inventor: **Jens GEIER**

Signature: 

Citizen of: **Germany**

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