

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Glaxo Group Limited	11/08/2012
RECEIVING PARTY DATA	
Name:	XenoPort, Inc.
Street Address:	3410 Central Expressway
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95051
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7989641
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	P190482.US.02
NAME OF SUBMITTER:	Stefan T. Bump
Total Attachments: 4 source=P190482-GSK#page1.tif source=P190482-GSK#page2.tif source=P190482-GSK#page3.tif source=P190482-GSK#page4.tif	

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PATENT

Patent Assignment Agreement

THIS PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment") is made and entered into as of November 8, 2012 ("Effective Date") between XenoPort, Inc., a Delaware corporation having its principal place of business at 3410 Central Expressway, Santa Clara, CA 95051 ("Assignee" or "XenoPort"), and Glaxo Group Limited, a company existing under the laws of England and Wales, having its registered office at Glaxo Wellcome House, Berkeley Avenue, Greenford, Middlesex, UB6 0NN, England ("Assignor" or "GSK").

BACKGROUND

A. Assignor and Assignee are parties to that certain Termination and Transition Agreement ("Termination Agreement"), dated as of November 8, 2012 ("Termination Effective Date"), pursuant to which Assignor and Assignee have agreed to settle the Litigation and terminate the Restated Agreement, as set forth in, and subject to the terms and conditions of, the Termination Agreement and the Stock Purchase Agreement between XenoPort and GSK, dated as of the Termination Effective Date (the "SPA"), to provide for, among other matters, the reversion to XenoPort of all rights with respect to the Product, and for GSK to purchase certain shares of Common Stock of XenoPort pursuant to the SPA. Capitalized terms used herein and not otherwise defined herein shall have the meanings respectively ascribed to such capitalized terms in the Termination Agreement; and

B. Pursuant to Section 3.4(a) of the Termination Agreement, Assignor and Assignee have agreed that Assignor shall assign to Assignee and Assignee shall acquire all right, title and interest in and to the Transferred GSK Patents set forth on Schedule 1 attached hereto.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby perpetually, irrevocably and unconditionally assigns, transfers, conveys and sets over to Assignee and its successors, assigns and other legal representatives all of Assignor's rights, titles and interests in and to the Transferred GSK Patents and the inventions disclosed therein, together with all additions, divisions, continuations, continuations-in-part, substitutions, reissues, re-examinations, extensions, registrations, patent term extensions, supplemental protection certificates, renewals and foreign counterparts of any of the foregoing (collectively, the "Transferred Patents"), for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by

reason of past, present or future infringement of the Transferred Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Terms of the Termination Agreement. Nothing herein will, or will be deemed to, modify or otherwise affect any provisions of the Termination Agreement or affect or modify any of the rights or obligations of the parties under the Termination Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Transferred Patents. In the event of any conflict or inconsistency between the terms of the Termination Agreement and the terms hereof, the terms of the Termination Agreement shall govern.

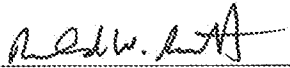
3. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to effect the assignments contemplated by this Patent Assignment.

4. Authorization. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record Assignee as the assignee and owner of the Transferred Patents, and issue any and all registrations or patents thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Miscellaneous. This Patent Assignment and all questions regarding its validity or interpretation, or the breach or performance of this Patent Assignment, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without reference to conflict of law principles. No amendment or modification of any provision of this Patent Assignment shall be effective unless in writing signed by a duly authorized representative of each party hereto. This Patent Assignment will bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Patent Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Patent Assignment as of the date first set forth above.


XENOPORT, INC.

BY: 

NAME: Ronald W. Barrett, Ph.D.

TITLE: Chief Executive Officer

GLAXO GROUP LIMITED

BY: 

NAME: Edward R. Gimmi, J.D., Ph.D.

TITLE: Vice President, Global Head, Oncology Patents

SCHEDULE 1

Raillard *et al.* US Patent Application Serial No. 61/087,038 filed August 7, 2008;

Liu *et al.* US Patent Application Serial No. 61/086,821 filed August 7, 2008;

Raillard *et al.* US Patent Application Serial No. 12/537,764 filed August 7, 2009; and

Raillard *et al.* US Patent 7,989,641 issued August 2, 2011.