

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET TRANSFER AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ILLUMIGEN BIOSCIENCES, INC.	11/10/2010
RECEIVING PARTY DATA	
Name:	IB SECURITYHOLDERS, LLC
Street Address:	307 WESTLAKE AVENUE NORTH
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98109
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13302081
CORRESPONDENCE DATA	
Fax Number:	2063706001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206.370.6641
Email:	suzanne.carter@klgates.com
Correspondent Name:	C. Rachal Winger, Ph.D.
Address Line 1:	925 Fourth Avenue
Address Line 2:	Suite 2900
Address Line 4:	Seattle, WASHINGTON 98104-1158
ATTORNEY DOCKET NUMBER:	2067833.00125
NAME OF SUBMITTER:	C. Rachal Winger, Ph.D.
Signature:	/C. Rachal Winger/
Date:	08/29/2013
Total Attachments: 20	

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**ASSET TRANSFER AGREEMENT**

This ASSET TRANSFER AGREEMENT (this "Agreement"), dated as of November 10, 2010, is entered into by and among (i) **Cubist Pharmaceuticals, Inc.**, a Delaware corporation ("Cubist"), (ii) **Illumigen Biosciences, Inc.**, a Washington corporation and wholly-owned subsidiary of Cubist ("Illumigen"), and (iii) **IB Securityholders, LLC**, a Washington limited liability company ("IBS"). Cubist, Illumigen and IBS are referred to herein as the "parties" and each individually as a "party."

REDACTED

**WHEREAS**, Cubist and/or Illumigen is/are the owner(s) of the Transferred Assets (as defined herein); and

**WHEREAS**, Cubist and Illumigen wish to transfer to IBS, in satisfaction of the obligations of Cubist set forth in Section 6.10 of the Merger Agreement, all right, title and interest in and to the Transferred Assets, and IBS desires to acquire from Cubist and Illumigen all right, title and interest in and to the Transferred Assets.

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

REDACTED

REDACTED

**SECTION 2. PURCHASE AND SALE OF ASSETS.**

2.1 Assignment of Transferred Assets. Subject to the terms and conditions of this Agreement, each of Cubist and Illumigen shall assign, transfer, convey and deliver to IBS, and IBS shall acquire and accept from Cubist and Illumigen at the Closing (as defined in Section 2.2), all right, title and interest throughout the world in and to the Transferred Assets. The assignment of the patents and patent applications included in the Transferred Assets shall be effected in part by delivery of a duly executed Patent Assignment in the form attached hereto as Exhibit B (the "Patent Assignment").

2.2 Closing.

REDACTED

(b) At the Closing, Cubist and Illumigen shall deliver, or cause to be delivered to IBS, the Patent Assignment, each executed by Cubist and Illumigen.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED



REDACTED

Asset Transfer Agreement – Page 8

REDACTED

[SIGNATURE PAGE FOLLOWS]

Signature Page to Asset Transfer Agreement

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be executed as of the date set forth above by its duly authorized representatives.

**CUBIST:**

CUBIST PHARMACEUTICALS, INC.

By: 

Name: Michael W. Bonney

Title: President and Chief Executive Officer

**ILLUMIGEN:**

ILLUMIGEN BIOSCIENCES, INC.

By: 

Name: Michael W. Bonney

Title: President

**IBS:**

IB SECURITYHOLDERS, LLC

By: \_\_\_\_\_

Name: Charles L. Magness

Title: Manager

Signature Page to Asset Transfer Agreement

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be executed as of the date set forth above by its duly authorized representatives.

**CUBIST:**

CUBIST PHARMACEUTICALS, INC.

By: \_\_\_\_\_

Name: Michael W. Bonney

Title: President and Chief Executive Officer

**ILLUMIGEN:**

ILLUMIGEN BIOSCIENCES, INC.

By: \_\_\_\_\_

Name: Michael W. Bonney

Title: President

**IBS:**

IB SECURITYHOLDERS, LLC

By: \_\_\_\_\_

Name: Charles L. Magness

Title: Manager

**EXHIBIT A**

**TRANSFERRED ASSETS**

**1. Patent Rights:**

REDACTED

REDACTED

REDACTED

REDACTED



REDACTED

2066721-103	US	12/061,548	02-Apr-2008	DETECTION OF MUTATIONS IN A GENE ASSOCIATE WITH RESISTANCE TO VIRAL INFECTION, OAS1	
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REDACTED

REDACTED

REDACTED

REDACTED

**EXHIBIT B**

**PATENT ASSIGNMENT**

**[Attached]**

## ASSIGNMENT OF PATENTS

This Assignment of Patents, dated as of November 10, 2010, is by each of Cubist Pharmaceuticals, Inc., a Delaware corporation ("Cubist"), and Illumigen Biosciences, Inc., a Washington corporation and wholly-owned subsidiary of Cubist ("Illumigen" and together with Cubist, the "Assignor"), in each case solely to the extent that such party has an ownership interest in any Patent (as defined below) assigned hereby, to IB Securityholders, LLC, a Washington limited liability company (the "Assignee").

WHEREAS, Assignor is the owner of the patents and patent applications listed on Exhibit A attached hereto, including all foreign counterparts, divisions, continuations, continuations-in-part, reissues, reexaminations or supplemental patent certificates thereof or therefore (collectively, the "Patents");

WHEREAS, Assignor is assigning to Assignee all of Assignor's right title and interest in and to the Patents pursuant to an Asset Transfer Agreement executed contemporaneously herewith (the "Asset Transfer Agreement");

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Transfer Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers, sets over and delivers to Assignee, Assignor's entire right, title and interest in and to the Patents, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Patents, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record patents, applications and title thereto, to record the Patents and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives as a sealed instrument as of the date first written above:

CUBIST:

CUBIST PHARMACEUTICALS, INC

By: 

Name: Michael W. Bonney

Title: President and Chief Executive Officer

ILLUMIGEN:

ILLUMIGEN BIOSCIENCES, INC.

By: 

Name: Michael W. Bonney

Title: President

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF Middlesex )

On this 10 day of November, 2010, before me, the undersigned notary public, personally appeared Michael W. Bonney (name of document signer), proved to me through satisfactory evidence of identification, or who is personally known to me, to be the person whose name is signed on this document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

  
Notary

My commission expires: \_\_\_\_\_



JANET I. MURPHY-KUROWSKI  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
September 23, 2016