

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2612233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GLAXOSMITHKLINE INTELLECTUAL PROPERTY (NO.2) LIMITED	09/27/2013
RECEIVING PARTY DATA	
Name:	JANSSEN PHARMACEUTICALS, INC.
Street Address:	1125 TRENTON-HARBOURTON RD
City:	TITUSVILLE
State/Country:	NEW JERSEY
Postal Code:	08560
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13915674
CORRESPONDENCE DATA	
Fax Number:	(858)784-3044
Phone:	8583203541
Email:	dvillan@its.jnj.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JOHNSON & JOHNSON
Address Line 1:	ONE JOHNSON & JOHNSON PLAZA
Address Line 4:	NEW BRUNSWICK, NEW JERSEY 08933
NAME OF SUBMITTER:	DEBRA A. VILLANUEVA
Signature:	/Debra A. Villanueva/
Date:	11/12/2013
Total Attachments: 8 source=Assignment#page1.tif source=Assignment#page2.tif	

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# John Venn & Sons

Scrivener Notaries  
Translators

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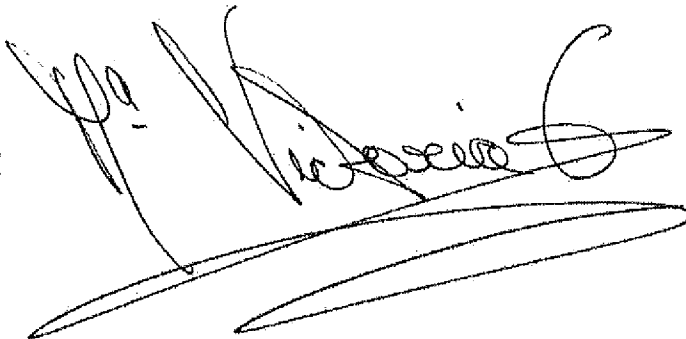
I, MARIA VICTORIA GONZALEZ, a duly admitted Notary Public,  
having jurisdiction throughout England and Wales and practising in London,  
England, hereby certify:

1. THAT the Assignment of Patents annexed hereto was signed for and on  
behalf of **GLAXOSMITHKLINE INTELLECTUAL PROPERTY (NO.2)**  
**LIMITED** by PAUL WILLIAMSON, a duly Authorised Signatory of  
EDINBURGH PHARMACEUTICAL INDUSTRIES LIMITED, Corporate  
Director of the said GLAXOSMITHKLINE INTELLECTUAL PROPERTY  
(NO.2) LIMITED;

2. THAT the said GLAXOSMITHKLINE INTELLECTUAL PROPERTY  
(NO.2) LIMITED is duly incorporated and existing under English Law, having its  
Registered Office at 980 Great West Road, Brentford, Middlesex, TW8 9GS,  
England;

3. AND THAT the said Assignment of Patents, being so signed, is duly  
executed on behalf of and binding on the said Company.

IN WITNESS whereof I have issued this Certificate under my signature  
and Seal of Office at London, aforesaid, the twenty-seventh day of September  
Two thousand and thirteen.



Regulated by the Master of the Faculties



**PATENT**  
**REEL: 031586 FRAME: 0892**

## ASSIGNMENT OF PATENTS

This Assignment of Patents (this "*Assignment of Patents*") is entered this September day of September 27, 2013, by and between GlaxoSmithKline Intellectual Property (No. 2) Limited, an English limited liability company ("*Assignor*"), and Janssen Pharmaceuticals, Inc., a Pennsylvania corporation ("*Assignee*") (each, a "*Party*" and collectively, the "*Parties*").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be sold, conveyed, delivered, transferred and assigned to Assignee;

WHEREAS, Assignor owns all right, title and interest in and to the patents and patent applications listed on Schedule A; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to sell, convey, deliver, transfer and assign to Assignee all of its right, title and interest in and to the Patents, and Assignee desires to purchase, take delivery of, acquire and assume from Assignor the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

I. Conveyance and Acceptance of Patents. (a) Assignor does hereby sell, convey, deliver, transfer and assign to Assignee all of its right, title and interest in and to (i) the patents and patent applications listed on Schedule A, (ii) all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority from either of these, including divisionals, continuations, continuations-in-part, substitutions, provisionals, converted provisionals, and continued prosecution applications, (iii) any and all patents that have issued or in the future issue from the foregoing patent applications described in clauses (i) and (ii), including utility models, petty patents and design patents and certificates of invention and (iv) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations, supplemental examinations, *inter partes* reviews, post-grant reviews, oppositions and other existing or future post-issuance proceedings, and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications described in clauses (i), (ii) and (iii) (collectively, clauses (i), (ii), (iii) and (iv), the "*Patents*"), including (A) any and all letters patent in the United States and all foreign countries which may be granted therefore and thereon, and (B) all rights under the International Convention for the Protection of Industrial Property, in each case, the same to be held and enjoyed by Assignee for its own use and benefit to the full end of the term for the Patents that may be granted or extended, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Patents, including the right to any damages accrued for infringement of the Patents prior to the

date of this Assignment of Patents and all goodwill associated with such Patents; and (b) Assignee accepts such assignment.

2. Recordation. Assignor hereby consents to and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Assignment of Patents and to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein. Assignee shall have the right to file patent applications included in the Patents in any country.

3. Further Acts. Assignor will assist Assignee (at Assignee's sole cost and expense) in connection with any such recording, and shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things necessary or useful for the procurement, maintenance, enforcement and defense of any Patent, or for any proceeding, including interference and opposition proceedings, in connection with any Patent in any country, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment of Patents. Assignor shall promptly forward to Assignee any correspondence or other communication from any patent office or any counsel employed by Assignor in connection with any of the Patents.

4. Miscellaneous.

a. Except as otherwise expressly provided in this Assignment of Patents or as the context otherwise requires, the following rules of interpretation apply to this Assignment of Patents: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any" are not exclusive and the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation;" (iii) a reference to any contract includes permitted supplements and amendments; (iv) a reference to a law includes any amendment or modification to such law; (v) a reference to a person includes its successors, heirs and permitted assigns; (vi) a reference to one gender shall include any other gender; (vii) a reference in this Assignment of Patents to a Section, or Schedule is to the referenced Section or Schedule of this Assignment of Patents, unless expressly specified otherwise; (viii) "hereunder," "hereof," and words of similar import shall be deemed references to this Assignment of Patents as a whole and not to any particular Section or other provision; and (ix) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if".

b. This Assignment of Patents shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. The Parties agree that any action brought by either Party under or in relation to this Assignment of Patents, including to interpret or enforce any provision of this Assignment of Patents, shall be brought in, and each Party agrees to and does hereby submit to the jurisdiction and venue of, the United States District Court for the District of Delaware, or, if such action may not be brought in such court for jurisdictional reasons, the Delaware Court of Chancery located in Wilmington, Delaware.

c. This Assignment of Patents and the Purchase Agreement by and between Assignor and Assignee contain the entire agreement among the Parties with respect to the transactions contemplated by this Assignment of Patents and supersede all prior agreements or understandings between the Parties with respect to the subject matter hereof. This Assignment of Patents may not be waived or amended except by an instrument in writing signed on behalf of each of Assignor and Assignee.

d. This Assignment of Patents may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to each of the Assignor and the Assignee. Delivery of an executed counterpart of a signature page to this Assignment of Patents shall be as effective as delivery of a manually executed counterpart of this Assignment of Patents.

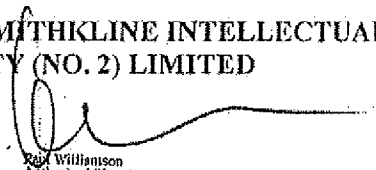
*[Remainder of Page Intentionally Left Blank – Signature Page Follows]*

IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment  
of Patents as of the date first written above.

ASSIGNOR:

GLAXOSMITHKLINE INTELLECTUAL  
PROPERTY (NO. 2) LIMITED

By:  
Name:  
Title:

  
\_\_\_\_\_  
John Williamson  
Authorized Signatory  
For and on behalf of  
Edinburgh Pharmaceutical Industries Limited  
Corporate Director  
\_\_\_\_\_

Acknowledged and Accepted by:

ASSIGNEE:

JANSSEN PHARMACEUTICALS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF Assignor and Assignee have executed this Assignment  
of Patents as of the date first written above.

**ASSIGNOR:**

**GLAXOSMITHKLINE INTELLECTUAL  
PROPERTY (NO. 2) LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted by:

**ASSIGNEE:**

**JANSSEN PHARMACEUTICALS, INC.**

By: Steve Baria  
Name: STEVEN BARIATHANIS  
Title: TREASURER



SCHEDULE A

[See Attached]

### Schedule A

Case No.	Country	Case Type	Relation Type	Application Number
PR63878	Algeria	Regular	Original Filing	120102
PR63878	Argentina	Regular	Original Filing	P100103221
PR63878	Australia	Regular	Original Filing	2010289762
PR63878	Bangladesh	Black Box	Original Filing	239/2010
PR63878	Brazil	Regular	Original Filing	BR112012003578-9
PR63878	Canada	Regular	Original Filing	2771327
PR63878	Chile	Regular	Original Filing	573-2012
PR63878	China P.R.	Regular	Original Filing	201080039705.4
PR63878	Colombia	Regular	Original Filing	12-046.238
PR63878	Costa Rica	Regular	Original Filing	2012-104
PR63878	Dominican Republic	Regular	Original Filing	P-2012-0045
PR63878	Egypt	Regular	Original Filing	PCT395/2012
PR63878	Eurasian Patent Convention	Regular	Original Filing	201290089
PR63878	European Patent Convention	Regular	Original Filing	10814293.6
PR63878	Hong Kong	Confirmation	Original Filing	12106812.9
PR63878	India	Regular	Original Filing	242/MUMNP/2012
PR63878	Indonesia	Regular	Original Filing	W-00201200810
PR63878	Israel	Regular	Original Filing	217800
PR63878	Japan	Regular	Original Filing	2012-527916
PR63878	Malaysia	Regular	Original Filing	PI2012000985
PR63878	Mexico	Regular	Original Filing	MX/a/2012/002759
PR63878	Morocco	Regular	Original Filing	34737
PR63878	New Zealand	Regular	Original Filing	597982
PR63878	Nigeria	Regular	Original Filing	NG/C/2012/061
PR63878	Pakistan	Regular	Division	0141/2012
PR63878	Pakistan	Regular	Original Filing	0770/2010
PR63878	Patent Cooperation Treaty	Regular	Original Filing	PCT/US2010/046782
PR63878	Peru	Regular	Original Filing	000291-2012/DIN
PR63878	Philippines	Regular	Original Filing	1-2012-500444
PR63878	Republic of Korea	Regular	Original Filing	10-2012-7005583
PR63878	Singapore	Regular	Original Filing	201201479-1
PR63878	South Africa	Regular	Original Filing	2012/01588
PR63878	Taiwan	Regular	Original Filing	099129883
PR63878	Thailand	Regular	Original Filing	1001001349
PR63878	Thailand	Regular	Original Filing	1201000914
PR63878	Trinidad & Tobago	Regular	Original Filing	TT/A/2012/00019
PR63878	Ukraine	Regular	Original Filing	A201201829
PR63878	United States	Provisional	Original Filing	61/239855
PR63878	United States	Provisional	Original Filing	61/297324
PR63878	United States	Provisional	Original Filing	61/348767
PR63878	United States	Regular	Continuation	13/677358
PR63878	United States	Regular	Continuation	13/915674
PR63878	United States	Regular	Original Filing	12/936545
PR63878	Vietnam	Regular	Original Filing	1-2012-00905

**PATENT**

RECORDED: 11/12/2013

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