

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BAYER AKTIENGESELLSCHAFT	11/29/2013
RECEIVING PARTY DATA	
Name:	BAYER INTELLECTUAL PROPERTY GMBH
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7173037
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NAME OF SUBMITTER:	LAURA E. JOHANNES
Signature:	/Laura E. Johannes/
Date:	12/04/2013
Total Attachments: 3 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif source=ASSIGNMENT#page3.tif	

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ASSIGNMENT

WHEREAS, pursuant to the German Law Relating to Inventions Made by Employees, Bayer Aktiengesellschaft (**BAG**) sent a June 24, 2002 letter to Cristina Alonso-Alija, Erwin Bischoff, Klaus Münter, Johannes-Peter Stasch, Elke Stahl and Stefan Weigand and an October 16, 2002 letter to Achim Feurer, in which letters **BAG** made an unrestricted claim to the inventions described in German patent application No. 10220570.1, filed on May 8, 2002, and to the inventions described in patent applications/patents claiming priority to German patent application No. 10220570.1, including:

- PCT Patent Application No. PCT/EP03/04304, filed on April 25, 2003, and
- United States Patent Application No. 10/513,869, filed on July 15, 2005, and issued as United States Patent No. 7,173,037 on February 6, 2007;

WHEREAS, pursuant to an assignment document recorded at Reel/Frame No: 016249/0322, inventors Cristina Alonso-Alija, Erwin Bischoff, Klaus Münter, Johannes-Peter Stasch, Elke Stahl, Stefan Weigand and Achim Feurer assigned to Bayer HealthCare Aktiengesellschaft (**BHC**) any right, title, and interest they retained in inventions described in PCT Patent Application No. PCT/EP03/04304 or described in patent applications/patents claiming priority to PCT Patent Application No. PCT/EP03/04304;

WHEREAS, pursuant to the Trust Agreement between **BAG** and **BHC**, having an effective date of September 30, 2003, **BAG** and **BHC** agreed that **BHC** would have sole beneficial ownership of the inventions described in the above-identified applications and any Letters Patent as may issue thereon, and whereby **BAG** and **BHC** also agreed that **BAG**, as sole legal owner, would administer the rights of the above-identified applications and any Letters Patent as may issue thereon in trust in the name of **BAG** but exclusively in the interests of and for the account of **BHC**;

WHEREAS, pursuant to the Declaration of Assignment, dated June 23, 2004, **BAG** assigned its entire right, title, and interest in PCT Patent Application No. PCT/EP03/04304 to **BHC**;

WHEREAS, as the result of a December 4, 2008 merger agreement between **BHC** and Bayer Schering Pharma Aktiengesellschaft (**BSP**), **BHC** merged into **BSP**, having all of **BHC**'s assets and liabilities transferred to **BSP**;

WHEREAS, as the result of a resolution of a stockholders' meeting held on February 14, 2011, **BSP** changed its name to Bayer Pharma Aktiengesellschaft (**BPH**);

WHEREAS, as the result of an assignment recorded under Reel/Frame No: 029908/0217 and a confirmatory assignment recorded under Reel/Frame No: 029780/0432, both having an effective date of April 1, 2012, **BPH** assigned its right, title and interest in US Patent No. 7,173,037 to Bayer Intellectual Property GmbH (**BIP**);

NOW THEREFORE, to all whom it may concern be it known that **BAG** hereby confirms the transfer of rights set forth above and, to the extent **BAG** retains any right, title, and interest in the inventions described in the above-identified applications and any Letters Patent as may issue thereon, **BAG** hereby assigns, sells and transfers to **BIP**, its successors, assigns and legal representatives, any right, title and interest retained by **BAG**, in and throughout the United States of America, its territories and all foreign countries, in and to said inventions as described in said applications and any Letters Patent issuing thereon, together with **BAG**'s entire right, title and interest in and to said applications and such Letters Patent as may issue thereon, and any reissue, continuation, divisional and foreign counterparts thereof and including the right to claim priority under any applicable statute, treaty or convention based on said applications or any Letters Patent issuing thereon; said inventions, applications and any Letters Patent issuing thereon to be held and enjoyed by **BIP** for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by **BAG** had this assignment not been made; **BAG** conveys all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or any Letters Patent issuing thereon including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. **BAG** hereby acknowledges that this assignment, being of its entire right, title and interest in and to said inventions described in the above-identified applications and any Letters Patent issuing thereon, carries with it the right in **BIP** to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of **BIP**'s selection and the right to procure the grant of all such Letters Patent to **BIP** for its own name as assignee of the entire right, title and interest therein;

AND, **BAG** further agrees for it and its executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid inventions, applications and any Letters Patent issuing thereon to **BIP**, its successors, assigns and legal representatives, but at **BIP**'s or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said inventions or any application or any Letters Patent issued thereon directed thereto may be involved;

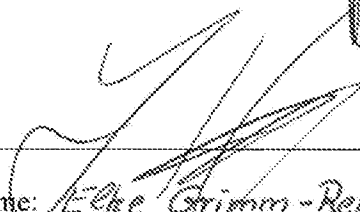
AND, **BAG** does authorize and request the competent authorities to grant and to issue any and all such Letters Patent in any country throughout the world to **BIP** as the assignee of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by **BAG** had the assignment, sale and transfer not been made.

Bayer Aktiengesellschaft

By: 

Name: Dr. Thomaier

Title: Authorized Representative

Witness: 

Date: 29. Nov. 2013

Print Name: Elke Grimm-Rentrop

Address: Bayer Intellectual Property GmbH, Alfred-Nobel-  
Straße 10, 40789 Monheim am Rhein, Germany

ACKNOWLEDGEMENT OF ASSIGNEE:

I hereby acknowledge the foregoing executed Assignment on behalf of Bayer Intellectual Property GmbH.

By: 

Name: Dr. D. Immler

Title: Authorized Representative

Date: 29. Nov. 2013