

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2690468

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PFIZER INC.	06/30/2009
RECEIVING PARTY DATA	
Name:	GRACEWAY PHARMACEUTICALS, LLC
Street Address:	340 MARTIN LUTHER KING JR. BOULEVARD
City:	BRISTOL
State/Country:	TENNESSEE
Postal Code:	37620
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13864457
CORRESPONDENCE DATA	
Fax Number:	(212)391-0525
Phone:	2122780400
Email:	jwhite@cooperdunham.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	COOPER & DUNHAM LLP
Address Line 1:	30 ROCKEFELLER PLAZA
Address Line 4:	NEW YORK, NEW YORK 10112
ATTORNEY DOCKET NUMBER:	5128/85544-AAZ
NAME OF SUBMITTER:	ALISSA M ROLAND
Signature:	5128-85544-AAZ/AMR/for John P White
Date:	01/21/2014
Total Attachments: 5	

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ASSIGNMENT

This ASSIGNMENT (this "Assignment") is made and entered into as of this 30th day of June, 2009 by and between:

PFIZER INC., a corporation organized and existing under the laws of Delaware, and having offices at 235 East 42nd Street, New York, NY 10017 ("Pfizer"), and WARNER LAMBERT LLC, a limited liability company organized and existing under the laws of Delaware, and having offices at 235 East 42nd Street, New York, NY 10017 (together with Pfizer, "Assignor"), and

GRACEWAY PHARMACEUTICALS, LLC, a limited liability company organized and existing under the laws of Delaware, and having offices at 340 Martin Luther King Jr. Boulevard, Suite 500, Bristol, Tennessee 37620 ("Assignee").

WHEREAS, Assignor is the owner of the patents and patent applications set forth on Schedule A hereto, together with all domestic and foreign Patent Rights derived therefrom, including, to the extent available, (i) all Patent Rights in inventions claimed or described in any or all of the PFIZER Product Patent Rights; (ii) all Patent Rights with respect to which the PFIZER Product Patent Rights claim priority or form a basis for priority; (iii) all past, current and future causes of action, rights to defend and enforce claims (whether known or unknown or whether currently pending, filed, or otherwise) for damages, injunctive relief, and any other remedies of any kind related to any or all of the PFIZER Product Patent Rights; and (iv) all other Patent Rights and interests arising out of or in connection with the PFIZER Product Patent Rights, whether or not claims in any of the foregoing have been rejected, withdrawn or cancelled, including the right to revive prosecution of claims therein. (collectively, the "Pfizer Product Patents Rights");

WHEREAS, Pfizer and Assignee are parties to that certain Acquisition and License Agreement, dated as of June 30, 2009, (the "Acquisition Agreement") (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Acquisition Agreement);

WHEREAS, pursuant to the Acquisition Agreement, Assignor agreed to transfer to Assignee, among other things, all of Assignor's right, title and interest in and to the Pfizer Product Patent Rights; and

WHEREAS, the execution and delivery of this Assignment is a condition to closing.

NOW THEREFORE, for the consideration set forth in the Acquisition Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective upon the date hereof, Assignor hereby assigns to Assignee, its successors, and its assigns, Assignor's entire right, title and interest in and to the Pfizer Product Patent Rights in the sole name of Assignee, its successors and its assigns, the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal

representatives and assigns as fully and entirely as the same would have been held and enjoyed by the respective Assignor had this assignment not been made.

2. No Warranties. Except as expressly provided in the Acquisition Agreement, Assignor makes no warranties, express or implied, with respect to the Pfizer Product Patent Rights.

3. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Pfizer Product Patent Rights, and shall not enter into any agreement in conflict with this Assignment.

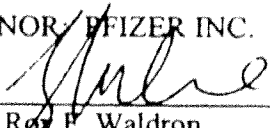
4. Authorization. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and any other official or agency throughout the world whose duty it is to register and record ownership in patent registrations and applications for registration, to record the Assignee as the assignee and owner of the Pfizer Product Patent Rights.

5. Authority to Sign. Assignor represents and warrants that it is duly authorized and has legal capacity to execute and deliver this Assignment, and that the execution and delivery of the Assignment and the performance of Assignor's obligations hereunder have been duly authorized and that the Assignment is a valid and legal agreement binding on the respective Assignor and enforceable in accordance with its terms.

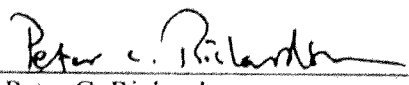
6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR: PFIZER INC.

By: 
Name: Roy F. Waldron
Title: Assistant Secretary

ASSIGNOR: WARNER-LAMBERT COMPANY
LLC

By: 
Name: Peter C. Richardson
Title: Vice President

ASSIGNEE: GRACEWAY
PHARMACEUTICALS, LLC

By: _____
Name: _____
Title: _____

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PATENT
REEL: 032009 FRAME: 0532

IN WITNESS WHEREOF, each of the undersigned parties has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR: PFIZER INC.

By: _____
Name: _____
Title: _____

ASSIGNOR: WARNER LAMBERT LLC

By: _____
Name: _____
Title: _____

ASSIGNEE: GRACEWAY
PHARMACEUTICALS, LLC

By: John Bellamy
Name: John Bellamy
Title: SVP & General Counsel

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REEL: 032009 FRAME: 0533

SCHEDULE A

Docket No.	Country	Legal Owner	Application No.	App. Date	Patent No.	Grant Date	Status
PF-04329712							
033215A	United States	PFIZER INC.	11/871311	12-Oct-07			Filed
PF-03741898							
33626	United States	PFIZER INC.	60/954593	8-Aug-07			Provisional
PF-00450301							
8412	United States	PFIZER INC.	08/298735	31-Aug-94	6133326	17-Oct-00	Granted
008412A	United States	PFIZER INC.	09/536480	27-Mar-00	6271268	7-Aug-01	Granted
026058A	United States	WARNER LAMBERT COMPANY LLC	10/958306	5-Oct-04			Filed
26058	United States	WARNER LAMBERT COMPANY LLC	60/509984	9-Oct-03			Provisional
032645A	United States	WARNER LAMBERT COMPANY LLC	11/354486	15-Feb-06			Filed
32645	United States	WARNER LAMBERT COMPANY LLC	60/655758	24-Feb-05			Provisional

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