

Form PTO-1595 (Rev. 06-12)
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Theravance, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Theravance Biopharma R&D IP, LLC

Internal Address: _____

Street Address: 901 Gateway Boulevard

City: South San Francisco

State: California

Country: USA Zip: 94080

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 1, 2014

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

60684466, 60748415 and 13742783

B. Patent No.(s)

7759363, 8143279 and 8377964

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Jeffrey A. Hagenah

Internal Address: Patent Department

Theravance Biopharma US, Inc.

Street Address: 901 Gateway Boulevard

City: South San Francisco

State: California Zip: 94080

Phone Number: (650) 808-6406

Docket Number: P-212

Email Address: patent@theravance.com

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 240

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 500344

Authorized User Name Jeffrey A. Hagenah

9. Signature:

Roberta P. Saxon

Signature

June 4, 2014

Date

Roberta P. Saxon, Reg. No. 43,087

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$240.00 500344 60684466

Patent Assignment

WHEREAS, **Theravance, Inc.**, a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 951 Gateway Boulevard, South San Francisco, California 94080 (the "**Assignor**"), is the sole owner of the patents and patent applications listed in **EXHIBIT A** (such patents and patent applications and the inventions set forth therein are collectively the "**Assigned Patents**");

WHEREAS, **Theravance Biopharma R&D IP, LLC**, a limited liability company duly organized under and pursuant to the laws of Delaware and having its principal place of business at 901 Gateway Boulevard, South San Francisco, California 94080 (the "**Assignee**"), is desirous of acquiring Assignor's entire right, title and interest in and to the Assigned Patents, and in and to any subsequent patent applications and patents filed or granted thereon or therefrom, and Assignor is willing to assign its rights, title, and interest with respect thereto to the Assignee on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer, set over and relinquishes exclusively unto the Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to: the Assigned Patents including, to the extent of Assignor's rights, the right to file patent applications on inventions set forth in the Assigned Patents; the right to claim priority to any of the Assigned Patents; the entire right, title and interest in and to any subsequent U.S. and foreign patent applications and patents claiming priority to any of the Assigned Patents, and in and to any U.S. and foreign patent applications and patents that claim priority to a patent application or patent arising from the Assigned Patents; any U.S. and foreign patents that may be granted on and from any of the Assigned Patents; any applications, divisionals, continuations, continuations-in-part, reexaminations, reissues, registrations, renewals, revalidations, substitutions, utility models, petty patents, extensions, and supplementary protection certificates that may be filed or granted on or for any of the Assigned Patents; all accrued causes of action for infringement of any of the foregoing; and all rights to and for the Assigned Patents under the Paris Convention for the Protection of Industrial Property; the same to be held and enjoyed by the Assignee, for its own use and behalf and for the use and behalf of its successors, legal representatives and assigns, to the full end of the term of the Assigned Patents and any such patents that may be granted thereon or therefrom as fully and entirely as if the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that the Assignor has not executed and will not execute any assignment, sale, agreement or encumbrance in conflict with this assignment.

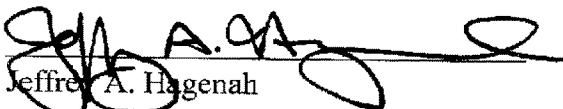
AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that, at the Assignee's expense and reasonable request, the Assignor will take action and execute documents necessary to perfect the interest assigned herein.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that whenever counsel for the Assignee, or the counsel for its successors, legal representatives and assigns, shall advise that any proceeding, filing or other legal action in connection with the Assigned Patents or any patent applications and patents resulting therefrom is lawful and desirable, Assignor will, to the extent reasonable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Assigned Patents and patent applications and patents resulting therefrom, without charge to the Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

AND the Assignor hereby requests the Director of the United States Patent and Trademark Office, and all foreign patent offices, to issue any and all patents resulting from the Assigned Patents or from any patent applications filed thereon or therefrom to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Assignor hereby has executed this assignment on this 1st day of June 2014, at South San Francisco, California, USA.

Theravance, Inc. (Assignor)


Jeffrey A. Hagenah
Vice President & Chief Patent Counsel
& Assistant Secretary

Theravance, Inc.
951 Gateway Blvd.
South San Francisco, CA 94080
USA

**CERTIFICATE OF
ACKNOWLEDGEMENT OF NOTARY PUBLIC**

**STATE OF CALIFORNIA
COUNTY OF SAN MATEO**

On June 1, 2014, before me, Maria Chuakay, Notary Public, personally appeared Jeffrey A. Hagenah, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maria Chuakay (Seal)
Notary Public

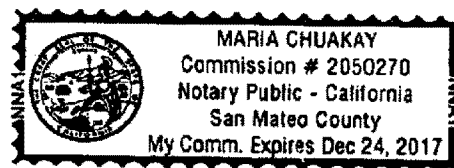


EXHIBIT A

Docket No.	Country	Sub Case	Status	Application Number	Filing Date	Patent Number	Grant Date
P-212	AR	01	Pending	P 06 01 02166	05/24/2006		
P-212	AT	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	AU	01	Granted	2006250009	05/24/2006	2006250009	06/21/2012
P-212	BE	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	BG	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	BR	01	Pending	P10611202-1	05/24/2006		
P-212	CA	01	Granted	2,607,280	05/24/2006	2607280	09/17/2013
P-212	CH	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	CL	01	Granted	1226-2006	05/23/2006	CL 47663	10/24/2012
P-212	CN	01	Granted	200680017691.X	05/24/2006	20068001769 1	09/05/2012
P-212	CO	01	Granted	07127657	05/24/2006	1920	04/20/2012
P-212	CY	01	Granted	CY20121100168	05/24/2006	1 899 324	11/30/2011
P-212	CZ	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	DE	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	DK	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	DZ	01	Granted	070812	05/24/2006	5578	05/23/2010
P-212	EA	01	Granted	200702612	05/24/2006	013240	04/30/2010
P-212	EE	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	EG	01	Pending	1270/2007	05/24/2006		
P-212	EP	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	ES	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	FI	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	FR	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	GB	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	GC	01	Pending	6324	05/27/2006		
P-212	GR	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	HK	01	Granted	08 105 518.4	05/24/2006	1110980	07/27/2012
P-212	HR	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	HU	01	Granted	06 760 341.5	05/24/2006	E014154	11/30/2011
P-212	ID	01	Granted	W-00 007 03882	05/24/2006	ID P 0030823	05/07/2012
P-212	IE	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	IL	01	Granted	186883	05/24/2006	186883	
P-212	IN	01	Pending	8824/DELNP/200 7	05/24/2006		
P-212	IS	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	IT	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	JP	01	Granted	2008-513672	05/24/2006	5072111	08/31/2012
P-212	JP	02	Abandoned	2012-162692	05/24/2006		
P-212	KR	01	Granted	2007-7030010	05/24/2006	1333280	11/20/2013

Docket No.	Country	Sub Case	Status	Application Number	Filing Date	Patent Number	Grant Date
P-212	LI	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	LT	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	LU	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	LV	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	MA	01	Granted	PV/30466	05/24/2006	29541	06/02/2008
P-212	MC	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	MT	01	Granted	3497	05/23/2006	3497	12/12/2007
P-212	MX	01	Granted	MX/a/2007/0147 62	05/24/2006	280185	10/20/2010
P-212	MY	01	Granted	PI 20062263	05/17/2006	MY-147756- A	01/15/2013
P-212	NL	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	NO	01	Pending	20076481	05/24/2006		
P-212	NZ	01	Granted	563068	05/24/2006	563068	05/09/2011
P-212	PE	01	Granted	543	05/23/2006	5421	05/23/2006
P-212	PH	01	Granted	1-2007-502665	05/24/2006	1-2007- 502665	01/06/2012
P-212	PK	01	Abandoned	524/2006	05/24/2006		
P-212	PL	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	PT	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	RO	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	RU	01	Granted	200702612	05/24/2006	200702612	
P-212	SE	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	SG	01	Granted	200718038-3	05/24/2006	137909	02/28/2011
P-212	SI	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	SK	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	TH	01	Pending	0601002348	05/23/2006		
P-212	TR	01	Granted	06 760 341.5	05/24/2006	1 899 324	11/30/2011
P-212	TT	01	Pending	TT/A/2007/00274	05/24/2006		
P-212	TW	01	Granted	095118168	05/22/2006	I388555	03/11/2013
P-212	US	01	Granted	11/439,671	05/24/2006	7,759,363	07/20/2010
P-212	US	02	Granted	11/920,817	11/20/2007	8,143,279	03/27/2012
P-212	US	03	Granted	12/796,902	06/09/2010	8,377,964	02/19/2013
P-212	US	04	Pending	13/742,783	01/16/2013		
P-212	US	PR1	Expired	60/684,466	05/25/2005		
P-212	US	PR2	Expired	60/748,415	12/08/2005		
P-212	VE	01	Pending	01147-2006	05/24/2006		
P-212	VN	01	Pending	1-2007-02789	05/24/2006		
P-212	WO		Nat Phase	US2006/020085	05/24/2006		
P-212	ZA	01	Granted	2007/09829	05/24/2006	2007/09829	11/26/2008

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