

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)

60904090 and 13965691

B. Patent No.(s)

7943772, 8247555 and 8536335

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-235

Email Address: patent@theravance.com

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200

- 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 5, 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 \$200.00 500344 60904090

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.

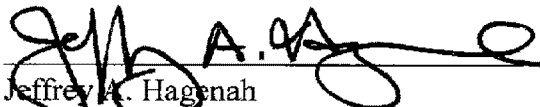
AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that, at the Assignee's expense and reasonable request, the Assignor will take action and execute documents necessary to perfect the interest assigned herein.

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

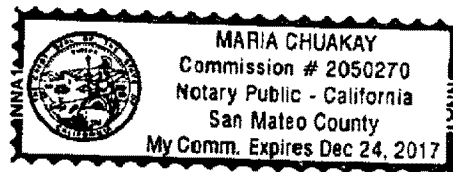


EXHIBIT A

Docket No.	Country	Sub Case	Status	Application Number	Filing Date	Patent Number	Grant Date
P-235	AR	01	Pending	080100850	02/28/2008		
P-235	AT	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	AU	01	Granted	2008219615	02/27/2008	2008219615	08/22/2013
P-235	BE	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	BG	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	BR	01	Pending	0807974-9	02/27/2008		
P-235	CA	01	Pending	2,678,073	02/27/2008		
P-235	CH	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	CL	01	Granted	573-2008	02/25/2008	48.839	02/25/2008
P-235	CN	01	Granted	200880005969.0	02/27/2008	ZL200880005969.0	10/12/2011
P-235	CO	01	Pending	09-089.674	02/27/2008		
P-235	CY	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	CZ	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	DE	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	DK	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	EE	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	EG	01	Pending	1277/09	02/27/2008		
P-235	EP	01	Granted	08 726 162.4	02/27/2008	2 132 204	01/23/2013
P-235	ES	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	FI	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	FR	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	GB	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	GC	01	Pending	10228	02/27/2008		
P-235	GR	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	HK	01	Granted	10106008.5	02/27/2008	1139399	05/10/2013
P-235	HR	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	HU	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	ID	01	Pending	W-00 2009 02383	02/27/2008		
P-235	IE	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	IL	01	Granted	200131	02/27/2008	200131	06/25/2013
P-235	IN	01	Pending	5587/DELNP/2009	02/27/2008		
P-235	IS	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	IT	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	JP	01	Granted	2009-551709	02/27/2008	5512289	04/04/2014
P-235	JP	02	Pending	2013-99851	02/27/2008		
P-235	KR	01	Pending	2009-7020094	02/27/2008		
P-235	LT	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	LU	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013

Docket No.	Country	Sub Case	Status	Application Number	Filing Date	Patent Number	Grant Date
P-235	LV	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	MC	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	MT	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	MX	01	Granted	MX/a/2009/0091 41	02/27/2008	311175	07/05/2013
P-235	MY	01	Granted	PI20093401	02/27/2008	MY-148318- A	03/29/2013
P-235	NL	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	NO	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	NZ	01	Granted	578871	02/27/2008	578871	05/07/2012
P-235	PH	01	Granted	1-2009-501651	02/27/2008	1-2009- 501651	04/30/2013
P-235	PK	01	Abandoned	160/2008	02/14/2008		
P-235	PL	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	PT	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	RO	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	RU	01	Granted	2009135834	02/27/2008	2458061	08/10/2012
P-235	SE	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	SG	01	Granted	200905220-0	02/27/2008	154627	04/30/2012
P-235	SI	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	SK	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	TH	01	Pending	0801000905	02/26/2008		
P-235	TR	01	Granted	08 726 162.4	02/27/2008	2132204	01/23/2013
P-235	TW	01	Granted	097105472	02/15/2008	I409067	09/21/2013
P-235	US	01	Granted	12/072,534	02/27/2008	7,943,772	05/17/2011
P-235	US	02	Granted	13/081,162	04/06/2011	8,247,555	08/21/2012
P-235	US	03	Granted	13/550,781	07/17/2012	8,536,335	09/17/2013
P-235	US	04	Pending	13/965,691	08/13/2013		
P-235	US	PR1	Expired	60/904,090	02/28/2007		
P-235	VE	01	Pending	00361-2008	02/25/2008		
P-235	WO		Nat Phase	PCT/US2008/002 583	02/27/2008		
P-235	ZA	01	Granted	2009/05832	02/27/2008	2009/05832	02/27/2008

[Remainder of page intentionally left blank]