

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**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 \_\_\_\_\_

**2. Name and address of receiving party(ies)**Name: Theravance Biopharma R&D IP, LLC

Internal Address: \_\_\_\_\_

Street Address: 901 Gateway BoulevardCity: South San FranciscoState: CaliforniaCountry: USA Zip: 94080Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

60351385 and 60379219

B. Patent No.(s)

6887866, 7015346, 7514425 and 7939689

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Jeffrey A. HagenahInternal Address: Patent DepartmentTheravance Biopharma US, Inc.Street Address: 901 Gateway BoulevardCity: South San FranciscoState: California Zip: 94080Phone Number: (650) 808-6406Docket Number: P-139Email 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 500344Authorized User Name Jeffrey A. Hagenah**9. Signature:**Roberta P. Saxon

Signature

June 9, 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 60351385

## 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.

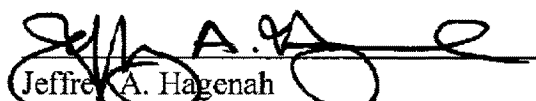
AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that, at the Assignee's expense and reasonable request, the Assignor will take action and execute documents necessary to perfect the interest assigned herein.

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**

Attorney Docket No. P-139

**CERTIFICATE OF  
ACKNOWLEDGEMENT OF NOTARY PUBLIC**

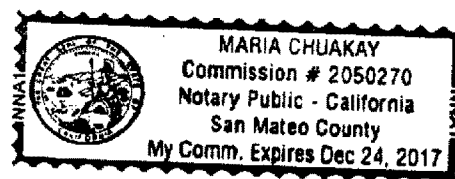
**STATE OF CALIFORNIA  
COUNTY OF SAN MATEO**

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**

<b>Docket No.</b>	<b>Country</b>	<b>Sub Case</b>	<b>Status</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Grant Date</b>
P-139	AT	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	AU	01	Granted	2003299453	01/24/2003	2003299453	03/13/2008
P-139	BE	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	BG	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	BR	01	Pending	PI0307017-4	01/24/2003		
P-139	CA	01	Granted	2,474,262	01/24/2003	2474262	03/15/2011
P-139	CH	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	CN	01	Granted	03802691.0	01/24/2003	ZL03802691.0	05/24/2006
P-139	CO	01	Granted	04-080.947	01/24/2003	074	01/24/2003
P-139	CO	02	Pending		01/24/2003		
P-139	CY	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	CZ	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	DE	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	DK	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	EE	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	EP	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	ES	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	FI	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	FR	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	GB	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	GR	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	HK	01	Granted	05107428.2	01/24/2003	HK1075039	11/04/2011
P-139	HU	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	ID	01	Granted	W-00 2004 01801	01/24/2003	ID P0028523	06/13/2011
P-139	IE	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	IL	01	Granted	162862	01/24/2003	0162862	
P-139	IL	02	Pending	162862	01/24/2003		
P-139	IN	01	Granted	1853CHENP2004	01/24/2003	230549	02/27/2009
P-139	IT	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	JP	01	Granted	2005-501591	01/24/2003	4153949	07/11/2008
P-139	JP	02	Granted	2008-126538	01/24/2003	4755221	06/03/2011
P-139	KR	01	Granted	2004-7011420	01/24/2003	925790	11/02/2009
P-139	KR	02	Granted	2008-7016567	01/24/2003	0951846	
P-139	LU	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	MC	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	MX	01	Pending	2004/007023	01/24/2003		
P-139	NL	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	NO	01	Granted	20043509	01/24/2003	0330097	02/21/2011
P-139	NZ	01	Granted	534012	01/24/2003	534012	04/05/2007

Docket No.	Country	Sub Case	Status	Application Number	Filing Date	Patent Number	Grant Date
P-139	PH	01	Granted	1-2004-501111	01/24/2003	1-2004-501111	07/15/2008
P-139	PL	01	Granted	P373420	01/24/2003	207038	05/25/2010
P-139	PT	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	RU	01	Granted	2004125854	01/24/2003	2315037	
P-139	SE	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	SG	01	Granted	200404060-6	01/24/2003	105752	08/31/2006
P-139	SI	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	SK	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	TR	01	Granted	03 799 743.4	01/24/2003	1509492	08/31/2011
P-139	TW	01	Granted	092114270	05/27/2003	I290466	12/01/2007
P-139	US	01	Granted	10/350,624	01/24/2003	6,887,866	05/03/2005
P-139	US	02	Granted	10/980,067	11/03/2004	7,015,346	03/21/2006
P-139	US	03	Granted	11/332,409	01/13/2006	7,514,425	04/07/2009
P-139	US	04	Granted	12/400,942	03/10/2009	7939689	05/10/2011
P-139	US	PR1	Expired	60/351,385	01/25/2002		
P-139	US	PR2	Expired	60/379,219	05/09/2002		
P-139	WO		Nat Phase	US03/02227	01/24/2003		
P-139	ZA	01	Granted	2004/5561	01/24/2003	2004/5561	10/26/2005

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