

PATENT ASSIGNMENT COVER SHEET

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| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BAYER INTELLECTUAL PROPERTY GMBH | 12/23/2014 |
| RECEIVING PARTY DATA | |
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| Postal Code: | 12529 |
| PROPERTY NUMBERS Total: 12 | |
| Property Type | Number |
| Application Number: | 13144929 |
| Application Number: | 14217644 |
| Application Number: | 13577135 |
| Patent Number: | 8420656 |
| Patent Number: | 8921377 |
| Application Number: | 14552122 |
| Application Number: | 13816020 |
| Application Number: | 13806270 |
| Patent Number: | 8802847 |
| Application Number: | 14320875 |
| Patent Number: | 6743798 |
| Patent Number: | 7173037 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
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| ATTORNEY DOCKET NUMBER: | 0081565-000000 |
| PATENT | |

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| NAME OF SUBMITTER: | MELISSA SEEBARAN |
| SIGNATURE: | /Melissa Seebaran/ |
| DATE SIGNED: | 12/23/2014 |
| Total Attachments: 4 source=Assignment_BIP_to_Adverio_Pharma_GmbH#page1.tif source=Assignment_BIP_to_Adverio_Pharma_GmbH#page2.tif source=Assignment_BIP_to_Adverio_Pharma_GmbH#page3.tif source=Assignment_BIP_to_Adverio_Pharma_GmbH#page4.tif | |

ASSIGNMENT

WHEREAS Bayer Intellectual Property GmbH (Pharmaceuticals Division), a company established under the laws of Germany, whose address is Alfred-Nobel-Straße 10, 40789 Monheim am Rhein, Germany (hereinafter called "Assignor") and Adverio Pharma GmbH, a company established under the laws of Germany, whose address is Willy-Brandt-Platz 2, 12529 Schönefeld, Germany (hereinafter called "Assignee"), entered into a Contribution Agreement on 16 September 2014 concerning patents and patent applications then owned by Assignor, which Contribution Agreement transferred rights in certain patents and applications concerning soluble guanylate cyclase to Assignee;

WHEREAS Assignor and Assignee are desirous of recording the transfer of ownership to certain U.S. patents and applications that were so transferred and that are listed on Appendix A hereto (hereinafter called "Patent Properties");

NOW THEREFORE, to all to whom it may concern: Be it known that for and in consideration of good and valuable consideration, including the sum of at least \$US 1.00, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms that it has sold, assigned, transferred and set over, and, in the event that any rights were retained after execution of the Contribution Agreement, does hereby sell, assign, transfer and set over, unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to said Patent Properties (and/or patents that may be granted therefrom), and any and all provisional, non-provisional, divisional, continuation, substitute and reissue application(s) or extensions thereof, as well as any and all applications claiming priority from such applications; the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Patent Properties with the right to sue for and collect the same for its own use and for the use of its successors, assigns and legal representatives.

Now, Assignor agrees that this assignment is binding on Assignor and its successors, assigns and legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent of the United States, resulting from said Patent Properties and any divisions, continuations, counterparts, reexaminations, reissues or extensions thereof, to Assignee.

Assignor agrees to execute all papers necessary in connection with any interference or post-grant proceeding which may be declared concerning said Patent Properties (and/or patents that may be granted therefrom), or any confirmation, division, continuation, reexamination or reissue thereof, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference or post-grant proceeding.


Assignor covenants that it has full right to convey the interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to Assignee regarding the Patent Properties.

Assignor agrees that this Assignment is to be interpreted pursuant to the laws of the United States.

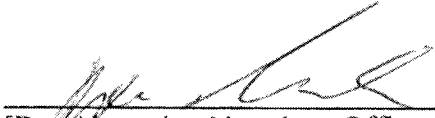
Assignor grants the firm of **BUCHANAN INGERSOLL & ROONEY** the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment is effective as of the 23rd day of December, 2014.



(S)
Witness

[Nicole Haberecht, c/o Bayer Intellectual
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(S)
[Dr. Alexander Nowak: Officer of Bayer
Intellectual Property GmbH]

[Assistant Chief Patent Counsel]

APPENDIX A

| File number | Application number | Application date (DD/MM/YY) | Patent number | Issue date DD/MM/YY |
|--------------------|--------------------|-----------------------------|---------------|---------------------|
| BHC081065 PCT-US | 13/144929 | 07/01/10 | | |
| BHC081065 PCT-US01 | 14/217664 | 18/03/14 | | |
| BHC091032 PCT-US | 13/577135 | 03/02/11 | | |
| BHC101003 US | 13/111856 | 19/05/11 | 8420656 | 16/04/13 |
| BHC101003 US N | 13/851373 | 27/03/13 | 8921377 | 30/12/14 |
| BHC101003 US N N | 14/552122 | 24/11/14 | | |
| BHC101013 PCT-US | 13/816020 | 24/05/11 | | |
| BHC101027 PCT-US | 13/806270 | 21/06/11 | | |
| BHC111050 US | 13/684670 | 26/11/12 | 8802847 | 12/08/14 |
| BHC111050 US D | 14/320875 | 01/07/14 | | |
| LEA 33188 US | 09/744830 | 16/07/99 | 6743798 | 01/06/04 |
| LEA 36099 US | 10/513869 | 25/04/03 | 7173037 | 06/02/07 |