503147243 01/22/2015

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
DEQIANG NIU	08/01/2013
RUSSELL C. PETTER	08/05/2013
LIXIN QIAO	08/01/2013
JUSWINDER SINGH	08/01/2013

RECEIVING PARTY DATA

Name:	CELGENE AVILOMICS RESEARCH, INC.	
Street Address:	45 WIGGINS AVENUE	
City:	BEDFORD	
State/Country:	MASSACHUSETTS	
Postal Code:	01730	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14010892

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	2007878-0355
NAME OF SUBMITTER:	JOHN P. REARICK, PHD, JD
SIGNATURE:	/John P. Rearick/
DATE SIGNED:	01/22/2015

Total Attachments: 8

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PATENT 503147243 REEL: 034791 FRAME: 0393

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PATENT REEL: 034791 FRAME: 0394

Attorney Docket No: 2007878-0355

COMBINED JOINT ASSIGNMENT & DECLARATION

A. ASSIGNMENT

WHEREAS, each of the below-named inventors whose name and residence is set forth in the following Table 1:

In	ventor Name	City, State
1.	Deqiang Niu	Lexington, MA
2.	Russell C. Petter	Stow, MA
3.	Lixin Qiao	Tewksbury, MA
4.	Juswinder Singh	Ashland, MA

Table 1

hereby declares and agrees, on behalf of himself/herself and all of his/her successors and assigns that each is aware of the patent application(s) entitled:

HCV PROTEASE INHIBITORS AND USES THEREOF; and

\boxtimes	prepared for filing in the United States Patent and Trademark Office; or
Patent a	identified by United States Application Serial No. Serial No. filed in the United and Trademark Office on Filing Date; and
	identified by International Patent Application No. Serial No. filed on Filing Date
\boxtimes	is also aware of the following priority applications:
Seria Seria	l No.: 13/443,847; Filed: April 10, 2012 l No.: 12/541,347; Filed: August 14, 2009 l No.: 61/089,269; Filed: August 15, 2008 l No.: 61/098.662: Filed: Sentember 19, 2008
	Patent a Seria Seria Seria

WHEREAS Celgene Avilomics Research, Inc. (hereinafter "ASSIGNEE"), having a usual place of business at 45 Wiggins Ave., Bedford, MA 01730, desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, and transferred and/or do hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in and to any and all inventions described in the patent application, and/or any priority applications noted above; and hereby

confirm that my sale, assignment and transfer is and was effective at least as of the filing date of the patent application and/or priority application. My sale, assignment and transfer applies to the above-referenced patent application, and to any application that is based in whole or in part on the patent application, including to divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application. Also, this sale, assignment and transfer pertains to any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEE for its own use and for its successors, assigns and legal representatives, to the full end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by me had this sale, assignment and transfer not been made;

AND, I hereby acknowledge that this Assignment, being of my entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive any and all patent(s) for said inventions in its own name;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEE, its successors, assignees, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts I know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

- AND, I further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number(s) and/or filing date(s) into this assignment document, if appropriate;
- AND, I hereby appoint ASSIGNEE as my common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;
- AND, I hereby request the Director of Patents and Trademarks of the United States to issue any and all patent(s) as shall be granted upon said application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;
- AND, I covenant with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by me, and that full right to convey the same as herein expressed is possessed by me.

B. DECLARATION (37 CFR 1.63)

As a below named inventor, I hereby declare that:

This declaration is directed to the patent application entitled:

HCV PROTEASE INHIBITORS AND USES THEREOF; and

Office	or	attached hereto or prepared for filing in the United States Patent and Trademark
States	D Patent a	identified by United States Application Serial No. Serial No. filed in the United nd Trademark Office on Filing Date; or
		identified by International Patent Application No. Serial No. filed on Filing Date.
	The ab	ove-identified application was made or authorized to be made by me.
invent		ve that I am the original inventor or an original joint inventor of a claimed e application.
punish both.		by acknowledge that any willful false statement made in this declaration is der 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or

I have reviewed and understand the contents of the application, including the claims and am aware of the duty to disclose to the United States Patent and Trademark Office all information known to be material to patentability as defined in 37 CFR 1.56.

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SIGNED this \(\sum_{\text{St}}^{\text{t}} \) day of \(Z \)	August, 2013.
	Name: Deqiang Niu
STATE OF MASSACHUSKATS COUNTY OF MOOKSKX	SS.
proved to me through satisfactory evidence	20 13, personally appeared Degiang Niu , and e of identity which was MA DAIVEST LICENTE to preceding or attached document, and acknowledged wn free will and for the purposes set forth.
	NOTARY PUBLIC Mey L Inventory Name: My Commission Expires:
	MARK P. WEISBERG Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires June 8, 2019

SIGNED this 5th day of Angust, 2013.
Rund UC (SA)
Name: Kussell C. Petter
.*
STATE OFMassachusettsss.
SS,
COUNTY OF Middle sex
Before me this
My Commission Expires: 09/01/2017



REBBECCA LYNN PETERSON
Notary Public
Commanwealth of Massachusetts
My Commission Expires
September 1, 2017

SIGNED this / ST c	day of AUGUST , 2013.
	Name: Lixin Qiao
STATE OF MASSACHUS RO	
STATE OF MASSACHUS RO	SS, <u>***********************************</u>
proved to me through satisfactory be the person whose name is signe	evidence of identity which was MA DRIVEAS //LEWSE to ed on the preceding or attached document, and acknowledged his/her own free will and for the purposes set forth.
	NOTARY PUBLIC Name: My Commission Expires:
	MARK P. WEISBERG Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires June 6, 2019

V.	
SIGNED thisday of	AUG USJ , 2013.
	J.
	্রেম্পার্নি /Juswinder Singh
	\mathcal{N}
STATE OF MAJSACHUSUTS	
COUNTY OF MIDURIAX	SS.
COUNTY OF MIDIASKX	
and proved to me through satisfactory ev MA DIVKAS LICENSIC to be the per	, 20 13, personally appeared Juswinder Singh, vidence of identity which was rson whose name is signed on the preceding or attached e executed the same, of his/her own free will and for the
	NOTARY PUBLIC Veyles
	Name:
	My Commission Expires:
	MARK P. WEISBERG Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires

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