

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3249198

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
VERTEX PHARMACEUTICALS INCORPORATED		02/18/2015
RECEIVING PARTY DATA		
Name:	ALIOS BIOPHARMA, INC.	
Street Address:	260 E. GRAND AVENUE	
Internal Address:	2ND FLOOR	
City:	SOUTH SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94080	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14578883	
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<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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Email:	efiling@knobbe.com	
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	14TH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	VTEX.010C1	
NAME OF SUBMITTER:	KIMBERLY J. MILLER	
SIGNATURE:	/Kimberly J. Miller/	
DATE SIGNED:	03/03/2015	
Total Attachments: 4		
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ASSIGNMENT

WHEREAS, **VERTEX PHARMACEUTICALS INCORPORATED**, with its principal place of business at 50 Northern Avenue, Boston, Massachusetts, 02210 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for the applications and patents listed in the attached Appendix (hereinafter "the Patent Applications"):

WHEREAS, **ALIOS BIOPHARMA, INC.**, with its principal place of business at 260 E. Grand Avenue, 2nd Floor, South San Francisco, 94080 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patent Applications;

NOW, THEREFORE, for good and valuable consideration of which receipt is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, the said Patent Applications, and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

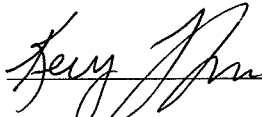
ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of any Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18th day of February, 2015.

ASSIGNOR (Conveying Party)

VERTEX PHARMACEUTICALS
INCORPORATED

By: 
Name: Kerry Flynn
Title: VP and Chief IP Counsel
Date: Feb. 18, 2015

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF Massachusetts }
COUNTY OF Suffolk } ss.

me On February 18, 2015, before me, Francis M. Cunningham, notary public, personally appeared Kerry Flynn 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 she executed the same in her authorized capacity, and that by her 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 Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]


Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 25 day of February, 2015.

ASSIGNEE (Receiving Party)

ALIOS BIOPHARMA, INC.,

BY:

NAME: LAWRENCE M. BLATT

TITLE: PRESIDENT & CEO

DATE: 25 February 2015

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California }
COUNTY OF San Mateo } ss.

On 25 Feb. 2015, before me, Laura Moncrief Gardner, notary public, personally appeared Lawrence M. Blatt 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.

[SEAL]



Laura Moncrief Gardner
Notary Signature

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Appendix

Knobbe No. Vertex No.	Title of Invention:	Country:	Status:	Application No.	Filing Date:
VTEX.009A VPI/13-111 US	PHARMACEUTICAL COMPOSITIONS	US	Pending	14/191650	2/27/2014
VTEX.009PR VPI/13-111 US PRV1	PHARMACEUTICAL COMPOSITIONS	US	Expired	61/770471	2/28/2013
VTEX.009AR VPI/13-111 AR	PHARMACEUTICAL COMPOSITIONS	AR	Pending	20140100681	2/28/2013
VTEX.009TW VPI/13-111 TW	PHARMACEUTICAL COMPOSITIONS	TW	Pending	103106900	2/27/2017
VTEX.009WO VPI/13-111 WO	PHARMACEUTICAL COMPOSITIONS	WO	Expired	PCT/US2014/018863	2/27/2014
VTEX.010A VPI/12-110 US	SOLID FORMS OF A THIOPHOSPHORAMIDATE NUCLEOTIDE PRODRUG	US	Issued	13/794380	3/11/2013
VTEX.010PR VPI/12-110 US PRV1	SOLID FORMS OF A THIOPHOSPHORAMIDATE NUCLEOTIDE PRODRUG	US	Pending	61/613972	03/21/2012
VTEX.010C1 VPI/12-110 US CN1	SOLID FORMS OF A THIOPHOSPHORAMIDATE NUCLEOTIDE PRODRUG	US	Pending	14/578883	12/22/2014
VTEX.010AR VPI/12-110 AR	SOLID FORMS OF A THIOPHOSPHORAMIDATE NUCLEOTIDE PRODRUG	AR	Pending	20130100934	03/21/2013
VTEX.010CN VPI/12-110 CN	SOLID FORMS OF A THIOPHOSPHORAMIDATE NUCLEOTIDE PRODRUG	CN	Pending	201380025218.6	03/11/2013
VTEX.010EP VPI/12-110 EP	SOLID FORMS OF A THIOPHOSPHORAMIDATE NUCLEOTIDE PRODRUG	EP	Pending	13712046.5	03/11/2013
VTEX.010NZ VPI/12-110 NZ	SOLID FORMS OF A THIOPHOSPHORAMIDATE NUCLEOTIDE PRODRUG	NZ	Pending	631601	03/11/2013
VTEX.010TW VPI/12-110 TW	SOLID FORMS OF A THIOPHOSPHORAMIDATE NUCLEOTIDE PRODRUG	TW	Pending	102110127	03/21/2013
VTEX.010UY VPI/12-110 UY	SOLID FORMS OF A THIOPHOSPHORAMIDATE NUCLEOTIDE PRODRUG	UY	Pending	34.701	03/21/2013
VTEX.010VE VPI/12-110 VE	SOLID FORMS OF A THIOPHOSPHORAMIDATE NUCLEOTIDE PRODRUG	VE	Pending	13-00328	03/11/2013
VTEX.010WO VPI/12-110 WO	SOLID FORMS OF A THIOPHOSPHORAMIDATE NUCLEOTIDE PRODRUG	WO	Pending	PCT/US2013/030267	03/11/2013

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