

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3403578

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	3	
CONVEYING PARTY DATA		
Name		Execution Date
NOVARTIS VACCINES AND DIAGNOSTICS SRL		08/07/2014
RECEIVING PARTY DATA		
Name:	NOVARTIS AG	
Street Address:	LICHTSTRASSE 35	
City:	BASEL	
State/Country:	SWITZERLAND	
Postal Code:	4056	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	14739985	
Application Number:	14305979	
CORRESPONDENCE DATA		
Fax Number:	(415)268-7522	
<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>		
Phone:	415-268-6846	
Email:	mstout@mofo.com	
Correspondent Name:	OTIS LITTLEFIELD	
Address Line 1:	MORRISON & FOERSTER LLP	
Address Line 2:	425 MARKET STREET	
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105-2482	
ATTORNEY DOCKET NUMBER:	PAT051631-US-CNT02/PCTD02	
NAME OF SUBMITTER:	OTIS LITTLEFIELD	
SIGNATURE:	/Otis Littlefield/	
DATE SIGNED:	06/18/2015	
Total Attachments: 5		
source=Executed_Assignment_3_of_5_NVDSrl_to_NovAG#page1.tif		
source=Executed_Assignment_3_of_5_NVDSrl_to_NovAG#page2.tif		
source=Executed_Assignment_3_of_5_NVDSrl_to_NovAG#page3.tif		

source=Executed_Assignment_3_of_5_NVDSrl_to_NovAG#page4.tif

source=Executed_Assignment_3_of_5_NVDSrl_to_NovAG#page5.tif

CONFIRMATORY ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into by and between NOVARTIS VACCINES AND DIAGNOSTICS SRL, with a place of business at Via Fiorentina 1, I-53100 Siena, Italy, a company organized under the laws of the country of Italy (hereinafter referred to as the "Assignor"), and NOVARTIS AG, with a place of business at Lichtstrasse 35, 4056 Basel, Switzerland, a company organized under the laws of the country of Switzerland (which along with its successors, assigns and legal representatives are hereinafter referred to collectively as the "Assignee").

WHEREAS, the Assignor and the Assignee agree to execute this Confirmatory Assignment Agreement for the purpose of confirming the Assignee's right, title and interest in and to the patent applications and Letters Patent set out in the schedule attached herein (hereinafter referred to as the "Patents");

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor and the Assignee hereto agree as follows:

I. ASSIGNMENT

The Assignor does hereby sell, assign and transfer the Assignor's entire right, title and interest in and to the Patents, and all patent applications and patents which may derive or result from the Patents, and all other rights in the invention or discovery disclosed in the Patents (together referred to as the "Patent Rights") to the Assignee, including:

- (1) all inventions and discoveries described in the Patents;
- (2) the application(s) identified in the schedule attached herein, and all applications claiming priority from such application(s), directly or indirectly, including all national stages of any international patent application(s);
- (3) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the applications identified in paragraphs (1) and (2), including the right to file such applications on said inventions and discoveries in the names of Assignee or their designees, or on behalf or in the name(s) of the inventor(s) of said inventions and discoveries, at Assignee's election and in accordance with applicable law in all countries and regions; and the right to file all patent, utility model, or other applications in all countries and regions claiming the priority of any of the provisional or non-provisional application(s) identified in paragraphs (1) or (2);
- (4) all rights to claim priority from any of the applications referred to in paragraphs (1), (2), and (3) or from any application from which any of the applications referred to in paragraphs (1), (2) and (3) claim priority in all countries and regions under the Paris Convention for the

Protection of Industrial Property, the WTO GATT TRIPS Agreement, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application is a provisional patent application, under 35 USC 119(e);

(5) all continuations, continuations-in-part, and divisionals of any United States patent application(s) or international patent application(s) designating the United States, any national stages of any international application(s), and any other patent application(s) described in paragraphs (1) through (4) hereof, including further continuations, continuations-in-part, and divisionals such as, but not limited to, continuations of continuations and continuations of divisionals;

(6) all patents, utility models, or other grants that issue from any of the applications referred to herein and all rights and remedies associated therewith including the right to sue for and recover past damages and to recover under 35 U.S.C. § 154 (d) or any other law permitting remedies for infringement prior to issuance of the patent;

(7) all registrations and confirmations of, and importation certificates based upon, one or more of said patents, utility models, or other grants, and applications for such registrations, confirmations and importation certificates and;

(8) all reissues, renewals and extensions of said patents, utility models, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said Assignee to the full ends of the terms for which said patents, utility models, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made.

The Assignor hereby covenants and agrees that it will, at any time, (i) upon the request, but at the expense, of the Assignee, execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, applications, patents, utility models, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates, and applications within the scope of (7) and (8), in the Assignee, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of the Assignee execute all additional applications within the scope of paragraphs (1) through (6) and all applications within the scope of (7) or (8), and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of the Assignee .

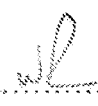
II. SEVERABILITY

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

III. GOVERNING LAW

This Agreement shall be governed by the laws of Switzerland.

AS WITNESS the signature of duly authorized officers of the parties hereto

Signed for and behalf of)
Novartis Vaccines and Diagnostics, SRL) 
) Name: Nicholas Finnie

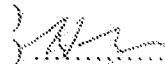
Capacity: Authorized signatory

Date: 20 August 2014

Witness Signature: 

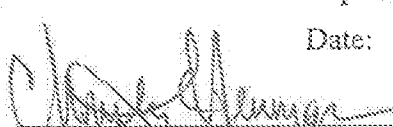
Print Witness Name: Christy Hennigan

Witness Address: c/o 350 Massachusetts Avenue, Cambridge, MA 02139

Signed for and behalf of)
Novartis Vaccines and Diagnostics, SRL) 
) Name: Helen Lee

Capacity: Authorized signatory

Date:

Witness Signature: 

Print Witness Name: Christy Hennigan

Witness Address: c/o 350 Massachusetts Avenue, Cambridge, MA 02139

Signed for and behalf of
Novartis AG

) John Ward
)
) Name: John Ward

Capacity: Authorized Signatory

Date: Aug 8, 2014

Witness Signature:

Christy Hennigan

Print Witness Name: Christy Hennigan

Witness Address: c/o 350 Massachusetts Avenue, Cambridge, MA 02139

Signed for and behalf of
Novartis AG

) Marco Riensche
)
) Name: Marco Riensche

Capacity: Authorized Signatory

Date: Aug 18, 2014

Witness Signature:

Christy Hennigan

Print Witness Name: Christy Hennigan

Witness Address: c/o 350 Massachusetts Avenue, Cambridge, MA 02139

SCHEDULE

Application No.	Filing date	Title
GB 0121591.2	09-06-2001	HYBRID AND TANDEM EXPRESSION OF NEISSERIAL PROTEINS
PCT/IB2002/003904	09-06-2002	HYBRID AND TANDEM EXPRESSION OF NEISSERIAL PROTEINS