

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3443671

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DUOCORT PHARMA AB	07/08/2015
VIROPHARMA HOLDINGS LIMITED	07/02/2015
RECEIVING PARTY DATA	
Name:	SHIRE VIROPHARMA INCORPORATED
Street Address:	300 SHIRE WAY
City:	LEXINGTON
State/Country:	MASSACHUSETTS
Postal Code:	02421
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	11587514
Application Number:	14255332
Application Number:	14677129
Application Number:	14539405
Application Number:	14511314
Application Number:	13263718
CORRESPONDENCE DATA	
Fax Number:	(617)502-5002
<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:	617-248-5000
Email:	patentdocket@choate.com
Correspondent Name:	CHOATE, HALL & STEWART, LLP
Address Line 1:	TWO INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
NAME OF SUBMITTER:	NISHAT A. SHAIKH
SIGNATURE:	/Nishat A. Shaikh/
DATE SIGNED:	07/17/2015
Total Attachments: 6	

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ASSIGNMENT OF PATENTS AND APPLICATIONS

This **ASSIGNMENT OF PATENT APPLICATIONS** (hereinafter "Assignment") is made, by **DUOCORT PHARMA AB**, a corporation organized and existing under the laws of the Country of Sweden, and by **VIROPHARMA HOLDINGS LIMITED, BERMUDA**, a corporation organized and existing under the laws of Bermuda, (collectively "**ASSIGNORS**"), to and for the benefit of **SHIRE VIROPHARMA INCORPORATED**, (hereinafter "**ASSIGNEE**"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 300 Shire Way; Lexington, MA 02421.

WHEREAS, VIROPHARMA INCORPORATED, a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 405 Eagleview Boulevard, Exton, PA 19341; and its subsidiaries, entered into a certain **AGREEMENT AND PLAN OF MERGER** with **SHIRE PHARMACEUTICALS IRELAND LTD.**, a corporation organized and existing under the laws of Ireland, and having a usual place of business at 5 Riverwalk Citywest Business Campus, Dublin 24, Ireland, the agreement effective as of November 11, 2013;

WHEREAS, VIROPHARMA INCORPORATED survived the merger as a wholly owned subsidiary of **SHIRE PHARMACEUTICALS IRELAND LTD.** now called **SHIRE VIROPHARMA INCORPORATED** (*see* Certificate of Amendment of Certificate of Incorporation of **VIROPHARMA INCORPORATED**, attached hereto as Exhibit A);

WHEREAS, ASSIGNORS were previously wholly owned subsidiaries of **VIROPHARMA INCORPORATED** and subject to said **AGREEMENT AND PLAN OF MERGER**;

WHEREAS, ASSIGNORS desire to transfer to **ASSIGNEE** their entire right, title and interest in the patents and applications identified in the attached Exhibit B in accordance with their obligations under said **AGREEMENT AND PLAN OF MERGER**;

WHEREAS, ASSIGNORS have the full and exclusive right in all inventions described in Section 4.19 of the **COMPANY DISCLOSURE SCHEDULE** (hereinafter the "**INVENTIONS**"), by virtue of assignment;

WHEREAS, ASSIGNORS desire to assign to **ASSIGNEE**, and **ASSIGNEE** desires to obtain from **ASSIGNORS, ASSIGNORS'** full and exclusive right in and to the **INVENTIONS** and the Applications and **ASSIGNORS'** entire right, title and interest in any and all Letters Patent which have been granted and may be granted therefor in the United States and its territorial possessions and in any and all foreign countries.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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To all whom it may concern, let be it known that pursuant to the **AGREEMENT AND PLAN OF MERGER, ASSIGNORS**, along with their subsidiaries, successors, assigns, and legal representatives, have sold, assigned, and transferred unto **ASSIGNEE**, its subsidiaries, successors, assigns, and legal representatives, **ASSIGNORS'** entire right, title and interest in and throughout the United States of America, its territories, and all foreign countries, in and to the **INVENTIONS** described and/or claimed in the above-identified patents, patent applications, and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions, and substitutions of said patents and patent applications, and any right, title and interest **ASSIGNORS** may have in provisional applications to which the above-identified patent applications and patents claims priority; said inventions, applications, and patents to be held and enjoyed by **ASSIGNEE** for its own use and behalf and for its subsidiaries, successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by **ASSIGNORS** had this assignment and sale not been made; **ASSIGNORS** hereby convey all of their rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment; **ASSIGNORS** hereby acknowledge that this assignment, being of their entire right, title and interest in and to said inventions, applications and patents, carries with it the right in **ASSIGNEE** to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of **ASSIGNEE's** selection and the right to procure the grant of all patents to **ASSIGNEE** in its own name as assignee of **ASSIGNORS'** entire right, title and interest therein;

AND, ASSIGNORS hereby further agree for themselves and their subsidiaries, successors, assigns, agents, and legal representatives: to provide statements or testimony in any interference or other proceeding in which said **INVENTIONS** or any application or patent directed thereto may be involved; to communicate to **ASSIGNEE**, its subsidiaries, successors, assigns, and legal representatives, any facts known to **ASSIGNORS** regarding said inventions, and to testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid inventions to **ASSIGNEE**, its subsidiaries, successors, assigns, and legal representatives, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications; and generally do everything possible to aid **ASSIGNEE**, its subsidiaries, successors, assigns and legal representatives, to obtain, record and enforce full protection for the inventions in all countries, but in each instance at **ASSIGNEE's** reasonable expense;

AND, ASSIGNORS do hereby authorize and request the Director of the United States Patent and Trademark Office and any officials of any country or countries other than the United States, whose duty it is to issue patents or other forms of industrial property protection, to issue the same as shall be granted upon any application relating to the above-identified patent applications to **ASSIGNEE**, its subsidiaries, successors, assigns, or legal representatives;

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AND, ASSIGNORS hereby covenant and agree that they has full right to convey the entire right, title, and interest assigned, and they have not executed and will not execute any agreement in conflict herewith;

IN TESTIMONY WHEREOF, ASSIGNORS and **ASSIGNEE** by their duly authorized representatives acting on their own free will have caused this instrument to be duly executed and have hereunto set our hands and affixed our seals on the dates set forth below.

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DUOCORT PHARMA AB

By: *Helen Lillistone*
Name: Helen Lillistone
Title: Director

Witness: *H. Roche*
L. ROCHE

Date: 08 Jul 2015

Witness: *R. Morgan*
R. MORGAN

Date: 8/7/2015

By: _____
Name: Paul Blanchfield
Title: Director

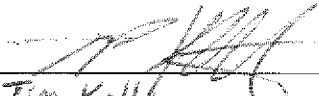
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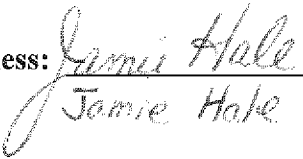
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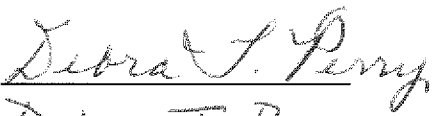
Date: _____

VIROPHARMA HOLDINGS LIMITED

By: 
Name: Tim Kelly
Title: Director Viropharma Holdings Limited

Witness: 
Jamie Hale


Date: 02 Jul 15

Witness: 
Debra T. Perry

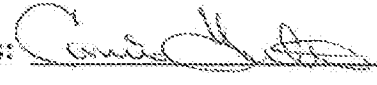
Date: 02 July 15

SHIRE VIROPHARMA INCORPORATED

By: 
Name: John Miller
Title: Treasurer

Witness: 

Date: 7/8/15

Witness: 

Date: 7/8/15