

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NOVARTIS PHARMA AG	07/29/2015
RECEIVING PARTY DATA	
Name:	MEREO BIOPHARMA 1 LIMITED
Street Address:	15 STRATTON STREET
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	W1J8LQ
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8410160
Patent Number:	8580838
Patent Number:	8242117
Patent Number:	7863314
Application Number:	14386174
Application Number:	13530919
Application Number:	13775963
Application Number:	12950649
Application Number:	10877534
CORRESPONDENCE DATA	
Fax Number:	(760)720-1330
<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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Correspondent Name:	WOLFF IP, A PROF. CORP.
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ATTORNEY DOCKET NUMBER:	BCT197
NAME OF SUBMITTER:	JESSICA R. WOLFF

SIGNATURE:	/Jessica R. Wolff/
DATE SIGNED:	09/30/2015
Total Attachments: 10 source=BCT197 Patent Assignment_Fully Executed (2)#page1.tif source=BCT197 Patent Assignment_Fully Executed (2)#page2.tif source=BCT197 Patent Assignment_Fully Executed (2)#page3.tif source=BCT197 Patent Assignment_Fully Executed (2)#page4.tif source=BCT197 Patent Assignment_Fully Executed (2)#page5.tif source=BCT197 Patent Assignment_Fully Executed (2)#page6.tif source=BCT197 Patent Assignment_Fully Executed (2)#page7.tif source=BCT197 Patent Assignment_Fully Executed (2)#page8.tif source=BCT197 Patent Assignment_Fully Executed (2)#page9.tif source=BCT197 Patent Assignment_Fully Executed (2)#page10.tif	

BCT197 PATENT ASSIGNMENT

This BCT197 Patent Assignment is executed and delivered as of July 29, 2015 (“Assignment”) by and between Novartis Pharma AG, a Swiss corporation with its principal place of business at Novartis Campus, CH-4056 Basel, Switzerland (“Assignor”) and Mereo BioPharma 1 Limited, a limited liability company with its registered office at Green Park House, 15 Stratton Street, London, W1J8LQ, United Kingdom (“Assignee”).

WHEREAS:

Assignor owns the entire right, title, and interest in and to each patent and patent application listed on Schedule 1 hereto, and the inventions described in and underlying such patents and patent applications (collectively, the “Patents”);

Assignor and Assignee are parties to an agreement entitled BCT197 Asset Purchase Agreement dated July 28, 2015 (“Agreement”), pursuant to which Assignor has agreed, inter alia, to transfer certain assets; and

Pursuant to the Agreement and subject to the terms of this Assignment, the Assignor wishes to assign to the Assignee all right, title, interest in and to its rights in the Patents.

NOW IT IS HEREBY AGREED AS FOLLOWS:**1. CONSIDERATION**

The good and valuable consideration given by or on behalf of the Assignee is the amount provided under the Agreement, the receipt and adequacy of which are hereby acknowledged by Assignor.

2. ASSIGNMENT

The Assignor hereby assigns, sells, conveys, transfers, and delivers to the Assignee, and the Assignee hereby purchases, accepts and acquires, all of the entire right, title and interest in and to the Patents, together with all rights, privileges, and advantages thereto, including, without limitation, the right to take, defend, or appeal proceedings and recover (and retain) damages, and obtain all other remedies in respect to past infringements thereof, and the right to file patent applications under the laws of the United States and any other country that claim priority from any patent application therein, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

Assignor hereby authorizes and requests the United States Commissioner of Patents, and the Patent Office officials in foreign countries as are duly authorized by the respective foreign patent laws to issue patents, to issue any and all patents directed to the Patents to the Assignee as the owner thereof.

For the avoidance of doubt, the term “Patents” shall include 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) claiming priority to any patent listed in

Schedule 1, including further continuations, continuations-in-part, and divisionals such as, but not limited to, continuations of continuations and continuations of divisionals; 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; 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 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 me/us if this sale, assignment and transfer had not been made.

3. FURTHER ASSURANCES

Assignor hereby agrees to execute all documents, assist in all proceedings and take any reasonable further steps that are reasonably necessary (at the sole cost and expense of Assignee) to effectuate the transfer of the Patents to Assignee, or the perfection, registration, or recordation of the rights of Assignee thereto, as may be reasonably appropriate. If Assignor does not, within thirty (30) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor in accordance with 37 C.F.R. § 3.73. This power of attorney is coupled with an interest and is irrevocable.

4. MISCELLANEOUS PROVISIONS

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.

This Assignment shall be governed by the laws of the State of New York, without regard to the conflict of law principles thereof.

This Assignment may be executed in two counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but both such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be duly signed on their behalf.

Assignor:

NOVARTIS PHARMA AG

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Assignee:

MERO BIOPHARMA 1 LIMITED

By: Denise Scotts Knight
Name: DENISE SCOTTS-KNIGHT
Title: CHIEF EXECUTIVE OFFICER

[Signature Page to BCT197 Patent Assignment]

Schedule 1

[See attached]

BC1197 PAT055059

Family Number	City	Type	Filing Date	Filing Number	Grant Number	Grant Date	Expiry
PAT055059-AE-PCT	AE	PCT	19 Mar 2013	P977/14			19 Mar 2033
PAT055059-AU-PCT	AU	PCT	19 Mar 2013	2013237503			19 Mar 2033
PAT055059-BR-PCT	BR	PCT	19 Mar 2013	112014023107-9			19 Mar 2033
PAT055059-CA-PCT	CA	PCT	19 Mar 2013	2866108			19 Mar 2033
PAT055059-CL-PCT	CL	PCT	19 Mar 2013	2471/2014			19 Mar 2033
PAT055059-CN-PCT	CN	PCT	19 Mar 2013	201380015703.5			19 Mar 2033
PAT055059-DZ-PCT	DZ	PCT	19 Mar 2013	140590			19 Mar 2033
PAT055059-EG-PCT	EG	PCT	19 Mar 2013	PCT/1325/2014			19 Mar 2033
PAT055059-EP-EPT	EP	EPT	19 Mar 2013	13710851.0			19 Mar 2033
PAT055059-HK-FPR	HK	FPR	29 Jan 2015	15101000.9			19 Mar 2033
PAT055059-ID-PCT	ID	PCT	19 Mar 2013	P00201405202			19 Mar 2033
PAT055059-IL-PCT	IL	PCT	19 Mar 2013	234537			19 Mar 2033
PAT055059-JO-NP	JO	NP	19 Mar 2013	78/2013			19 Mar 2033
PAT055059-JP-PCT	JP	PCT	19 Mar 2013	2015-500892			19 Mar 2033
PAT055059-KR-PCT	KR	PCT	19 Mar 2013	2014-7025904			19 Mar 2033
PAT055059-LB-NP	LB	NP	19 Mar 2013	9943			19 Mar 2033
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PAT055059-MX-PCT	MX	PCT	19 Mar 2013	MX/A/2014/011291			19 Mar 2033
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PAT055059-PH-PCT	PH	PCT	19 Mar 2013	1-2014-502107			19 Mar 2033
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PAT055059-SG-PCT	SG	PCT	19 Mar 2013	11201404941W			19 Mar 2033
PAT055059-TH-PCT	TH	PCT	19 Mar 2013	1401005467			19 Mar 2033
PAT055059-TN-PCT	TN	PCT	19 Mar 2013	TN2014/0350			19 Mar 2033
PAT055059-TW-NP	TW	NP	19 Mar 2013	102109739			19 Mar 2033
PAT055059-US-PCT	US	PCT	19 Mar 2013	14/386174			19 Mar 2033
PAT055059-US-PSP	US	PSP	20 Mar 2012	61/613187			20 Mar 2013
PAT055059-WO-PCT	WO	PCT	19 Mar 2013	PCT/EP2013/055730			
PAT055059-ZA-PCT	ZA	PCT	19 Mar 2013	2014/05871			19 Mar 2033

BCT197 PAT034055

Family Number	City	Type	Filing Date	Filing Number	Grant Number	Grant Date	Expiry
PAT034055-AE-PCT	AE	PCT1	24 Jun 2004	P697/05			24 Jun 2024
PAT034055-AT-EPT	AT	EPT1	24 Jun 2004	04777075.5	EP1641764	27 Jul 2011	24 Jun 2024
PAT034055-AT-ETD	AT	ETD	28 May 2010	10164367.4	E571914	22 Aug 2012	24 Jun 2024
PAT034055-AU-PCT	AU	PCT1	24 Jun 2004	2004259662	2004259662	21 Nov 2008	24 Jun 2024
PAT034055-BE-EPT	BE	EPT1	24 Jun 2004	04777075.5	EP1641764	27 Jul 2011	24 Jun 2024
PAT034055-BE-ETD	BE	ETD	28 May 2010	10164367.4	EP2298743	22 Aug 2012	24 Jun 2024
PAT034055-BG-EPT	BG	EPT1	24 Jun 2004	04777075.5	EP1641764	27 Jul 2011	24 Jun 2024
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PAT034055-BR-PCT	BR	PCT1	24 Jun 2004	P10411825.1			24 Jun 2024
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PAT034055-CN-PCT	CN	PCT1	24 Jun 2004	200480018056.4	200480018056.4	04 Jul 2012	24 Jun 2024
PAT034055-CO-PCT	CO	PCT1	24 Jun 2004	06007013	2432	30 Aug 2012	24 Jun 2024
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PAT034055-EC-PCT	EC	PCT1	24 Jun 2004	SP-05-6206			24 Jun 2024
PAT034055-EC-PCTD	EC	PCTD1	09 Feb 2012	SP-05-6206-D1			24 Jun 2024
PAT034055-EE-EPT	EE	EPT1	24 Jun 2004	04777075.5	EP1641764	27 Jul 2011	24 Jun 2024
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PAT034055-EG-PCT	EG	PCT1	24 Dec 2005	858/2005			24 Dec 2025
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Family Number	Crty	Type	Filing Date	Filing Number	Grant Number	Grant Date	Expiry
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PAT034055-FR-EPT	FR	EPT1	24 Jun 2004	04777075.5	EP1641764	27 Jul 2011	24 Jun 2024
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PAT034055-GR-EPT	GR	EPT1	24 Jun 2004	04777075.5	3076166	27 Jul 2011	24 Jun 2024
PAT034055-GR-ETD	GR	ETD	28 May 2010	10164367.4	20120402472	22 Aug 2012	24 Jun 2024
PAT034055-HK-FPR	HK	FPR1	16 Aug 2006	06109122.6	1088895	10 Feb 2012	24 Jun 2024
PAT034055-HK-FPR02	HK	FPR2	22 Jul 2011	11107635.3	1149764	21 Dec 2012	24 Jun 2024
PAT034055-HR-EPT	HR	EPT1	24 Jun 2004	04777075.5	P20110757	27 Jul 2011	24 Jun 2024
PAT034055-HR-ETD	HR	ETD	28 May 2010	10164367.4	P20120900	22 Aug 2012	24 Jun 2024
PAT034055-HU-EPT	HU	EPT1	24 Jun 2004	04777075.5	E04777075	27 Jul 2011	24 Jun 2024
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PAT034055-IS-PCT	IS	PCT1	24 Jun 2004	8255	2916	15 Dec 2014	24 Jun 2024
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PAT034055-KR-PCT	KR	PCT1	24 Jun 2004	2005-7024679	1120857	20 Feb 2012	24 Jun 2024
PAT034055-LT-EPT	LT	EPT1	24 Jun 2004	04777075.5	EP1641764	27 Jul 2011	24 Jun 2024

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PAT034055-LT-ETD	LT	ETD	28 May 2010	10164367.4	EP2298743	22 Aug 2012	24 Jun 2024
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PAT034055-SK-ETD	SK	ETD	28 May 2010	10164367.4	EP2298743	22 Aug 2012	24 Jun 2024

Family Number	City	Type	Filing Date	Filing Number	Grant Number	Grant Date	Expiry
PAT034055-TN-PCT	TN	PCT1	24 Jun 2004	SN05307	19226	13 Sep 2007	24 Jun 2024
PAT034055-TR-EPT	TR	EPT1	24 Jun 2004	04777075.5	TR201110736	27 Jul 2011	24 Jun 2024
PAT034055-TR-ETD	TR	ETD	28 May 2010	10164367.4	EP2298743	22 Aug 2012	24 Jun 2024
PAT034055-TW-DIV	TW	DIV1	22 Apr 2011	100114024	1449696	21 Aug 2014	24 Jun 2024
PAT034055-TW-NP	TW	NP1	24 Jun 2004	093118259	1452035	11 Sep 2014	24 Jun 2024
PAT034055-US-CNT	US	CNT	22 Jun 2012	13/530919	8410160	02 Apr 2013	24 Jun 2024
PAT034055-US-CNT02	US	CNT2	25 Feb 2013	13/775963	8580838	12 Nov 2013	24 Jun 2024
PAT034055-US-DIV	US	DIV	19 Nov 2010	12/950649	8242117	14 Aug 2012	24 Jun 2024
PAT034055-US-NP	US	NP1	24 Jun 2004	10/877534	7863314	04 Jan 2011	07 Apr 2025
PAT034055-US-PSP	US	PSP1	26 Jun 2003	60/483428			26 Jun 2004
PAT034055-US-PSP02	US	PSP2	29 Aug 2003	60/499054			29 Aug 2004
PAT034055-US-PSP03	US	PSP3	07 Apr 2004	60/560481			07 Apr 2005
PAT034055-WO-PCT	WO	PCT1	24 Jun 2004	PCT/US2004/020384			
PAT034055-ZA-PCT	ZA	PCT1	24 Jun 2004	2005/09018	2005/09018	28 Mar 2007	24 Jun 2024

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