

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3576115

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BAXTER INTERNATIONAL INC.	10/15/2015
BAXTER HEALTHCARE SA	10/15/2015
RECEIVING PARTY DATA	
Name:	BAXALTA INCORPORATED
Street Address:	1200 LAKESIDE DRIVE
City:	BANNOCKBURN
State/Country:	ILLINOIS
Postal Code:	60015
Name:	BAXALTA GMBH
Street Address:	THURGAUERSTRASSE 130
City:	GLATTPARK (OPFIKON)
State/Country:	SWITZERLAND
Postal Code:	8152
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6100061
Patent Number:	6475725
Patent Number:	6936441
Patent Number:	7094574
Patent Number:	8080414
Patent Number:	8084251
Patent Number:	8084252
Patent Number:	8329465
CORRESPONDENCE DATA	
Fax Number:	(415)576-0300
<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:	415-576-0200
Email:	mdagit@kilpatricktownsend.com

Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1:	TWO EMBARCADERO CENTER
Address Line 2:	8TH FLOOR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	087154-0634113 (001600US)
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NAME OF SUBMITTER:	MALINDA DAGIT
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SIGNATURE:	/Malinda C. Dagit/
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DATE SIGNED:	10/19/2015
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Total Attachments: 7

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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into as of October 15, 2015 ("the Effective Date"), by and between Baxter International Inc. ("BII"), a Delaware corporation with its principal place of business in Deerfield, Illinois; Baxter Healthcare SA ("BHSA"), a Swiss corporation with its principal place of business in Opfikon, Switzerland (collectively, "Assignors"); Baxalta Incorporated ("BI"), a Delaware corporation with its principal place of business in Bannockburn, Illinois; and Baxalta GmbH ("BG"), a Swiss corporation with its principal place of business in Opfikon, Switzerland (collectively, "Assignees") (all entities will be collectively referred to as "the Parties"), by and through their duly authorized representatives.

RECITALS

WHEREAS, Assignors own all right, title, and interest in the Assigned Patents;

WHEREAS, Assignees desire to jointly acquire for themselves the entire, undivided right, title, and interest to the Assigned Patents from the Assignors;

WHEREAS, the Assignors and Assignees agree that this Agreement was drafted and will be signed outside of Austria; and

WHEREAS, Assignors wish to, for good and valuable consideration, enter into an Assignment Agreement to assign and transfer to Assignees the entire right, title, and interest in and to the Assigned Patents.

Initials of Assignors: JK / SK; of Assignees: AKG / AKL

NOW, THEREFORE, in consideration of the above promises and mutual covenants hereinafter contained, the Parties agree as follows:

1. **Definitions.**

1.1 **Assigned Patents.** "Assigned Patents" shall mean the following: U.S. Patent Nos. 6,100,061; 6,475,725; 6,936,441; 7,094,574; 8,080,414; 8,084,251; 8,084,252; and 8,329,465. The Assigned Patents are more fully described in Exhibit A.

1.2 **Effective Date.** "Effective Date" shall have the meaning provided in the Preamble.

2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign and transfer unto Assignees all of their right, title, and interest in and to the Assigned Patents, including the right to sue for past infringement of the Assigned Patents.

3. **Cost Sharing Agreement.** The Assignees agree that the rights received from Assignors under Section 2, above, will be subject to the terms of the Second Amended and Restated BioScience Cost Sharing Agreement ("CSA"), effective May 1, 2015.

4. **Governing Law; Jurisdiction.** The Parties agree that this Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of Delaware, without regard to its conflict of laws principles. The Parties hereby submit to the sole and exclusive jurisdiction of, and waive any venue objections against, the federal courts located in the State of Delaware. For the avoidance of doubt, this Agreement is not subject to Austrian law, and any disputes arising from this Agreement will not be resolved before an Austrian court.

5. **Place of Performance.** The Parties agree that the obligations performed under this Agreement will take place outside of Austria.

6. **Warranty.** Assignors warrant that they have the sole and unencumbered right to convey the assignment granted by this Agreement.

7. **General.**

7.1 **Amendment.** No variation or modification of the terms of this Agreement or waiver of any of the terms or provisions hereof shall be valid unless in writing and signed by an authorized representative of each of the Parties.

7.2 **Waiver.** Failure by any Party to enforce any rights under this Agreement for any length of time shall not be construed as a waiver of such rights nor shall a waiver by any Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

7.3 **Severability.** This Agreement is subject to the restrictions, limitations, terms and conditions of all applicable governmental regulations, approvals and clearances. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect for any reason, that invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein, and instead had been included in such manner as to lawfully effectuate the intent of such term or provision.

7.4 **Signature Authority.** The persons signing this Agreement each represent that they are duly authorized, with full authority to bind the Parties, and that no signature of any other person or entity is necessary to bind the Parties.

7.5 **No Third Party Beneficiaries.** The Parties hereto do not intend to create any rights in third persons and the Parties hereto agree that there are no third party beneficiaries to this Agreement. Only the parties to this Agreement may enforce this Agreement, claim any right to benefit from this Agreement, or rely upon the existence of this Agreement for its benefit.

7.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto.

7.7 **Notices.** All notices under this Agreement shall be in writing and delivered by facsimile transmission, overnight express mail, same or next day courier service, or by personal delivery to such party at the address given below, or such other address as provided by a Party by written notice:

To Baxter International Inc.:

Baxter International Inc.
One Baxter Parkway
Deerfield, IL 60015-4625

To Baxter Healthcare SA:

Baxter Healthcare SA
Thurgauerstrasse 130
8152 Glattpark (Opfikon)
Switzerland

To Baxalta Incorporated:

Baxalta Incorporated
1200 Lakeside Drive
Bannockburn, IL 60015

To Baxalta GmbH:

Baxalta GmbH
Thurgauerstrasse 130
8152 Glattpark (Opfikon)
Switzerland

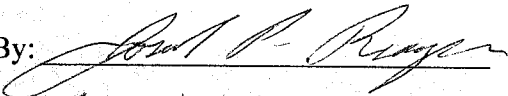
7.8 Surviving Clauses. Following cancellation or termination of this Agreement, the Parties shall remain bound by the following portions of this Agreement: Section 4 (Governing Law; Jurisdiction), Section 7.5 (No Third Party Beneficiaries), and 7.8 (Surviving Clauses).

Initials of Assignors: JPR JRC of Assignees: AKL MLK

IN WITNESS HEREOF, the Parties have authorized and executed this Agreement on the date set forth opposite their respective signatures.

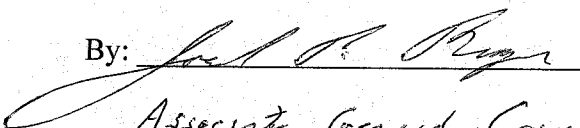
Baxter International Inc.

DATED: 10/15, 2015

By: 
Associate General Counsel

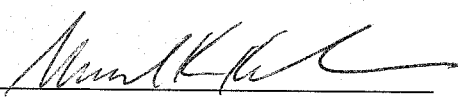
Baxter Healthcare S.A.

DATED: 10/15, 2015

By: 
Associate General Counsel

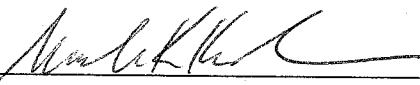
Baxalta Incorporated

DATED: 10/15, 2015

By: 
Assistant General Counsel

Baxalta GmbH

DATED: 10/15, 2015

By: 
Assistant General Counsel

**EXHIBIT A
TO
ASSIGNMENT AGREEMENT**

Patent Number	Title	Inventors	Application Number	Issue Date
6,100,061	Recombinant Cell Clone Having Increased Stability In Serum- And Protein-Free Medium And A Method Of Recovering The Stable Cell Clone And The Production Of Recombinant Proteins By Using A Stable Cell Clone	Manfred Reiter; Wolfgang Mundt; Friedrich Dörner	09/100,253	August 8, 2010
6,475,725	Recombinant Cell Clones Having Increased Stability And Methods Of Making And Using The Same	Manfred Reiter; Wolfgang Mundt; Friedrich Dörner	09/324,612	November 5, 2002
6,936,441	Recombinant Cell Clones Having Increased Stability And Methods Of Making And Using The Same	Manfred Reiter; Wolfgang Mundt; Friedrich Dörner	10/170,661	August 30, 2005
7,094,574	Recombinant Cell Clones Having Increased Stability And Methods Of Making And Using The Same	Manfred Reiter; Wolfgang Mundt; Friedrich Dörner	11/123,362	August 22, 2006
8,080,414	Recombinant Cell Clones Having Increased Stability And Methods Of Making And Using The Same	Manfred Reiter; Wolfgang Mundt; Friedrich Dörner	12/488,465	December 20, 2011
8,084,251	Recombinant Cell Clones Having Increased Stability And Methods Of Making And Using The Same	Manfred Reiter; Wolfgang Mundt; Friedrich Dörner	12/778,776	December 27, 2011
8,084,252	Recombinant Cell	Manfred Reiter;	12/848,897	December 27, 2011

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Initials of Assignors: JPR/SM of Assignees: AKL/MLK

**PATENT
REEL: 036825 FRAME: 0970**

	Clones Having Increased Stability And Methods Of Making And Using The Same	Wolfgang Mundt; Friedrich Dorner		
8,329,465	Recombinant Cell Clones Having Increased Stability And Methods Of Making And Using The Same	Manfred Reiter; Wolfgang Mundt; Friedrich Dorner	12/986,111	December 11, 2012

Initials of Assignors: SPR SPR of Assignees: AKL AKL