

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3620173

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INCYTE CORPORATION	01/07/2015
RECEIVING PARTY DATA	
Name:	INCYTE HOLDINGS CORPORATION
Street Address:	1801 AUGUSTINE CUT-OFF
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19803
Name:	INCYTE CORPORATION
Street Address:	1801 AUGUSTINE CUT-OFF
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19803
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14943734
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<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:	(302) 652-5070
Email:	apsi@fr.com
Correspondent Name:	SUSANNE H. GOODSON
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	20443-0179003
NAME OF SUBMITTER:	NANCY MCCOY
SIGNATURE:	/Nancy McCoy/
DATE SIGNED:	11/17/2015

Total Attachments: 12

source=CONFIRMATORYASSIGNMENT#page1.tif
source=CONFIRMATORYASSIGNMENT#page2.tif
source=CONFIRMATORYASSIGNMENT#page3.tif
source=CONFIRMATORYASSIGNMENT#page4.tif
source=CONFIRMATORYASSIGNMENT#page5.tif
source=CONFIRMATORYASSIGNMENT#page6.tif
source=CONFIRMATORYASSIGNMENT#page7.tif
source=CONFIRMATORYASSIGNMENT#page8.tif
source=CONFIRMATORYASSIGNMENT#page9.tif
source=CONFIRMATORYASSIGNMENT#page10.tif
source=CONFIRMATORYASSIGNMENT#page11.tif
source=CONFIRMATORYASSIGNMENT#page12.tif

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*") is made this 1st day of January 2015 (the "*Effective Date*") by Incyte Corporation, a Delaware corporation ("*Assignor*"), in favor of Incyte Holdings Corporation, a Delaware corporation wholly-owned by Assignor ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement dated of even date herewith (the "*Contribution Agreement*"), pursuant to which Assignor has assigned to Assignee a seventy percent (70%) interest, with Assignor retaining a thirty percent (30%) interest, in all of Assignor's right, title and interest in and to all United States patent applications and patents owned by Assignor as of the Effective Date including those set forth on Schedule A (collectively, the "*Patents and Applications*"); and

WHEREAS, Assignor is executing and delivering this Assignment to confirm such assignment to Assignee.

NOW, THEREFORE, in consideration of the Contribution Agreement and other good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, a seventy percent (70%) interest, with Assignor retaining a thirty percent (30%) interest, in all of Assignor's right, title and interest in and to the Patents and Applications and all rights associated therewith including, without limitation: (a) rights in respect of provisional, non-provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications and United States patents that issue thereon, and any other rights of exclusion; (b) the right to claim priority based on and the benefit of the filing date of any of the Patents and Applications under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other applicable treaties or conventions, and (c) rights to pursue, collect, and retain in the Assignee's name or otherwise, damages and any other remedies arising from any past, present, or future infringement of the Patents and Applications and any other rights assigned by this Assignment.
2. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of patents in the various jurisdictions affected to record Assignee as the owner of the Patents and Applications and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Patents and Applications.
3. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee

and its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in Section 1, and from time to time to institute and prosecute in Assignee's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee or its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to any of the Patents and Applications and to defend and compromise any and all actions, suits and proceedings in respect of any of the Patents and Applications and to do any and all such acts and things in relation thereto as the Assignee or its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

4. Further Assurances. Upon the request of the Assignee, or in case for any reason the Power of Attorney set forth in Section 3 is insufficient to effect the assignment set forth in Section 1 or effect any other purpose set forth in Section 3, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment contained in Section 1 and the purposes set forth in Section 3.

5. Binding Effect and Governing Law. This Assignment is binding on Assignor and its successors and assigns, and will inure to the benefit of Assignee and its successors and assigns, and shall be governed as to its validity, interpretation and effect by the laws of the State of Delaware without giving effect to any conflict or choice of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. Counterparts; Amendment. This Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals. This Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute and deliver this Patent Assignment.

Assignor: **INCYTE CORPORATION**

Signature: David W. Gryska

Date: 1/7/2015

Name: David W. Gryska

Title: Executive Vice President and Chief Financial Officer

State of Delaware

County of New Castle

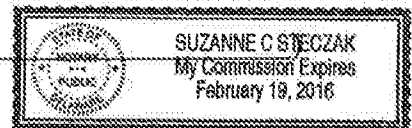
This instrument was acknowledged before me on January 7, 2015

by David W. Gryska

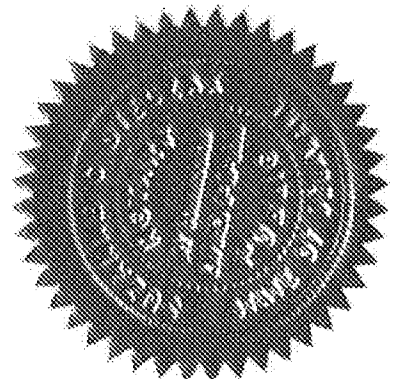
Suzanne C. Steczak
(Signature of Notarial Officer)

Notary Public
(Title and Rank)

(My commission expires: _____)

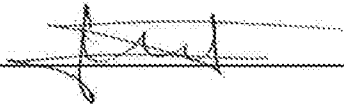


[Signature Page to US Patent Assignment]



The Assignee hereby acknowledges and accepts the foregoing assignment.

Assignee: **INCYTE HOLDINGS CORPORATION**

Signature:  Date: 1/7/2015

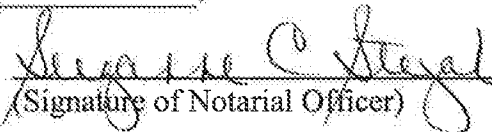
Name: Laurent Chardonnet

Title: Treasurer

State of Delaware

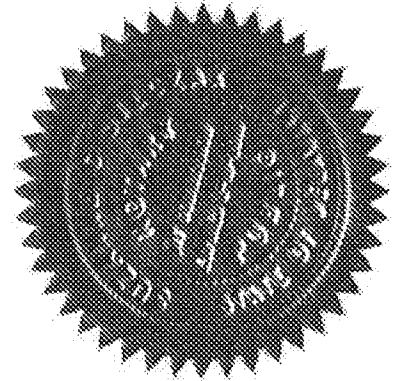
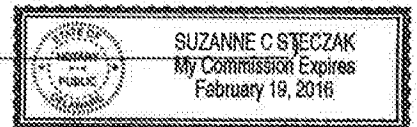
County of New Castle

This instrument was acknowledged before me on January 7, 2015
by Laurent Chardonnet


(Signature of Notarial Officer)

Notary Public
(Title and Rank)

(My commission expires: _____)



[Signature Page to US Patent Assignment]

Schedule A

31 Dec 2014

(US Patents and Applications)

Serial No.	Patent # or status	
13/650,373	8,895,571	
61/547,293		
14/212,721		
14/324,560		
61/794,812		
61/843,638		
10/535,795	7,834,021	
12/430,446	7,985,730	
13/162,286	8,362,003	
13/722,740	8,729,063	
11/125,647	7,307,086	
11/167,329	7,618,970	
12/432,040	8,563,582	
11/167,816	7,449,467	
12/238,121	8,470,827	
11/613,330	7,700,624	
60/429,605		
60/463,976		
60/569,947		
60/624,481		
60/624,374		
60/752,477		
11/104,041	7,678,798	
12/422,517	8,268,826	
13/564,434	8,680,104	
14/176,781		
60/561,697		
60/572,221		
11/834,226	7,683,060	
12/695,636	7,915,408	
13/033,918	8,143,251	

11/942,130	7,767,675
12/813,148	8,461,330
13/895,799	
12/469,360	8,420,645
13/793,864	8,901,123
14/525,381	
13/019,718	8,487,096
13/915,702	
60/835,942	
60/861,931	
60/860,840	
60/861,459	
60/957,236	
61/054,995	
61/300,946	
13/333,021	8,754,114
14/267,139	
13/963,569	
13/915,775	
14/132,653	
14/256,438	
61/426,273	
61/682,103	
61/659,245	
61/691,463	
61/740,012	
61/774,841	
61/739,374	
61/813,782	
11/122,309	7,304,081
12/136,529	7,776,874
12/817,887	8,058,288
13/243,565	
11/159,448	8,071,624
13/279,700	8,288,417
11/159,865	7,687,665
12/252,700	8,110,581
13/355,219	8,563,570
11/633,347	8,193,207

11/652,191	7,998,959
11/803,808	7,838,544
12/143,427	8,278,318
13/619,160	
60/569,273	
60/602,051	
60/602,791	
60/638,803	
60/582,557	
60/614,570	
60/686,840	
60/582,477	
60/626,617	
60/715,020	
60/742,353	
60/808,678	
60/758,352	
60/808,884	
60/801,326	
60/808,703	
60/945,487	
11/430,441	8,034,953
13/220,406	8,372,870
13/734,263	8,846,726
14/478,622	
11/641,284	8,450,351
13/780,510	
13/070,069	8,377,976
13/050,143	8,507,541
12/498,782	8,088,803
13/294,711	8,796,319
14/033,117	8,822,511
14/322,362	
14/535,781	
60/679,507	
60/751,854	
60/801,337	
60/857,558	
60/845,700	
60/845,711	

61/078,876	
61/150,873	
61/901,689	
12/784,916	8,716,303
14/250,843	
12/872,925	
13/043,986	8,765,734
14/289,121	
13/300,094	
13/300,137	
13/526,957	8,691,807
14/186,338	
13/605,331	
13/588,776	
14/197,701	
13/896,802	
14/068,796	
61/180,622	
61/225,092	
61/238,794	
61/312,588	
61/415,602	
61/415,705	
61/415,617	
61/498,942	
61/591,094	
61/531,896	
61/525,081	
61/674,694	
61/773,659	
61/648,869	
61/721,308	
61/783,850	
11/313,394	7,335,667
11/980,314	8,053,433
13/245,333	8,445,488
13/889,618	8,741,895
14/255,092	
13/479,045	8,563,541

14/032,629	8,835,423
11/637,545	7,598,257
12/549,170	8,541,425
13/076,176	
13/076,220	8,530,485
14/020,505	
14/033,039	
14/274,948	
12/138,082	8,415,362
13/754,533	
11/961,424	8,513,270
13/834,040	8,841,318
13/112,370	
12/137,883	7,834,022
12/900,180	8,889,697
14/518,419	
14/097,588	8,722,693
14/097,598	
14/256,383	8,822,481
14/256,311	8,829,013
14/270,915	
12/270,135	8,309,718
12/401,348	8,158,616
13/315,750	8,420,629
13/853,475	
12/687,623	8,410,265
13/761,742	
13/761,771	8,883,806
13/761,830	
13/564,271	
12/785,057	8,604,043
14/075,209	
12/901,001	8,486,902
13/917,124	8,748,401
14/263,476	
13/030,682	
14/499,916	
14/079,901	
60/638,474	
60/726,289	

60/719,462	
60/810,490	
60/749,905	
60/810,231	
60/850,625	
60/856,872	
60/859,404	
60/876,705	
60/928,205	
61/347,132	
60/943,695	
60/943,705	
60/988,606	
61/035,662	
61/144,982	
61/144,991	
61/102,242	
61/180,582	
61/250,387	
61/316,218	
61/305,630	
61/726,893	
61/769,408	
12/824,924	
14/146,169	
12/971,863	8,759,359
14/290,185	
12/972,155	8,680,108
13/165,187	
13/085,643	
13/329,532	
14/005,120	
14/007,061	
13/601,349	
13/854,789	
14/193,481	
61/221,160	
61/259,765	
61/287,893	
61/287,904	

61/358,775	
61/356,976	
61/324,143	
61/425,085	
61/425,107	
61/452,404	
61/467,787	
61/530,866	
61/594,882	
61/677,445	
61/619,210	
61/776,608	
61/771,480	
14/155,134	
14/155,212	
61/752,249	
61/791,275	
61/752,897	
61/790,952	
61/859,118	
10/831,265	7,723,349
12/327,313	8,039,471
13/184,860	8,637,497
14/092,351	
10/817,718	8,088,737
13/336,587	
11/602,659	8,324,194
11/757,600	7,910,108
10/965,215	7,491,724
12/070,310	7,973,041
13/111,426	8,853,243
14/506,333	
60/466,159	
60/534,501	
60/460,678	
60/472,494	
60/532,030	
60/548,986	
60/738,919	

60/811,308	
60/512,016	
60/515,352	
60/586,646	