

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT3654716

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:	14808337
CORRESPONDENCE DATA	
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Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	20443-0016006
NAME OF SUBMITTER:	NANCY MCCOY
SIGNATURE:	/Nancy McCoy/
DATE SIGNED:	12/11/2015

Total Attachments: 12

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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

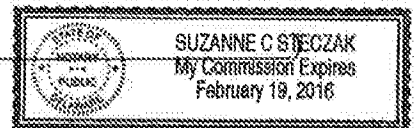
This instrument was acknowledged before me on January 7, 2015

by David W. Gryska

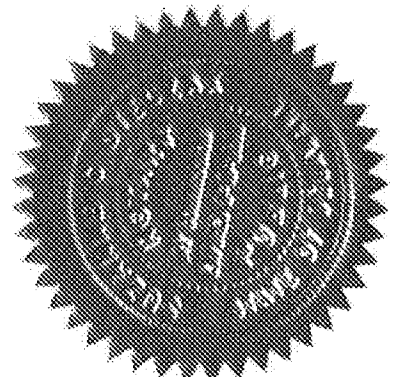
Suzanne C. Steczak
(Signature of Notarial Officer)

Notary Public
(Title and Rank)

(My commission expires: _____)

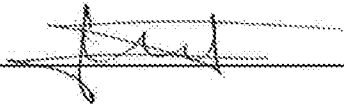


[Signature Page to US Patent Assignment]



The Assignee hereby acknowledges and accepts the foregoing assignment.

Assignee: **INCYTE HOLDINGS CORPORATION**

Signature: 

Date: 1/7/2015

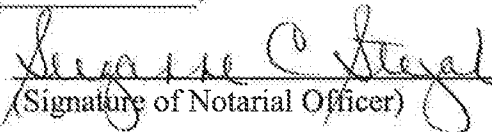
Name: Laurent Chardonnet

Title: Treasurer

State of Delaware

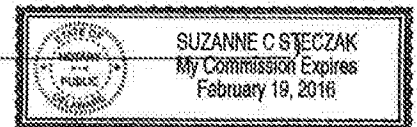
County of New Castle

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

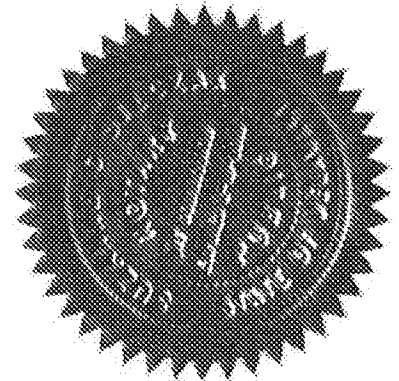

(Signature of Notarial Officer)

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		
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