503621274 12/21/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3667905

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RALPH C. HALTIWANGER	12/09/2015
EUGEN F. MESAROS	12/16/2015
GREGORY R. OTT	12/15/2015

RECEIVING PARTY DATA

Name:	Cephalon, Inc.
Street Address:	41 Moores Road
Internal Address:	PO Box 4011
City:	Frazer
State/Country:	PENNSYLVANIA
Postal Code:	19355

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14944668

CORRESPONDENCE DATA

Fax Number: (610)727-7651

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.

Phone: (610) 727-6086

Email: intlpatentcounsel@tevapharm.com

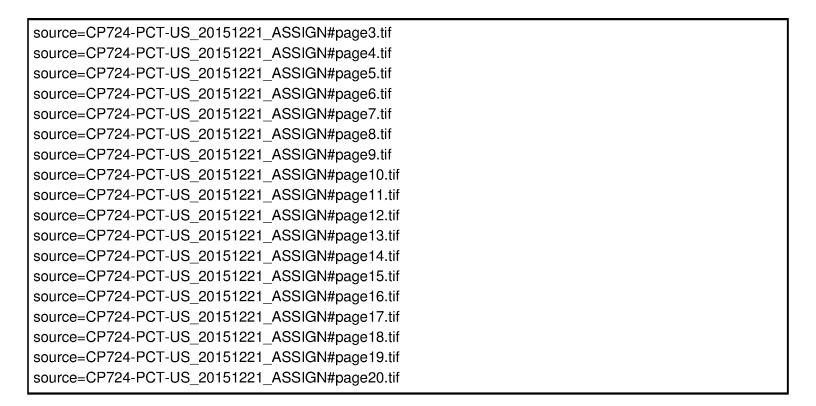
Correspondent Name: CEPHALON, INC. Address Line 1: 41 MOORES ROAD Address Line 2: PO BOX 4011

Address Line 4: FRAZER, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER:	CP724-PCT-US
NAME OF SUBMITTER:	MARYANN BARUT
SIGNATURE:	/Maryann Barut/
DATE SIGNED:	12/21/2015

Total Attachments: 20

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ASSIGNMENT

WHEREAS I/we, RALPH C. HALTIWANGER of West Chester, Pennsylvania; EUGEN F. MESAROS of Wallingford, Pennsylvania; and GREGORY R. OTT of Media, Pennsylvania, have made application(s) for Letters Patent identified on Schedule A attached hereto; and

WHEREAS, Cephalon, Inc. of 41 Moores Road; PO Box 4011, Frazer, Pennsylvania 19355, a corporation of Delaware, hereinafter referred to as "Assignee" is desirous of acquiring the entire right, title and interest in and to said application(s) and any and all inventions or improvements described in whole or in part therein (collectively hereinafter referred to as "Invention"):

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I/we, have assigned, transferred, and conveyed, and/or do hereby assign, transfer, and convey to Assignee the entire right, title, and interest in and to said application(s) and said Invention, and all the rights, privileges, and benefits therein, including any and all rights, privileges, and benefits under the Paris Convention for the Protection of Industrial Property, including the right to claim priority based on said patent application(s), and under any and all Letters Patent or patents which may be granted therefor, and all right, title, and interest in and to every patent application filed or to be filed on or in relation wholly or partly to said Invention in any country or patent organization, including continuations, divisions, renewals, revivals, and any substitute applications of said patent application(s), and all the rights, privileges, and benefits therein, including the right to claim priority based on said patent application(s), and all right, title, and interest in and to any and all patents which may issue thereon, and any reissues, reexaminations, pipelines, extensions, supplementary protection certificates, and governmental exclusivity rights extending therefrom.

AND I/we hereby authorize Assignee, its successors, assigns, or legal representatives to file in any and all countries patent applications respecting said Invention, whether wholly or in part, in my/our name or its or their own name(s).

AND I/we hereby covenant that I/we have full right to convey the entire interest herein assigned, and that I/we have not executed and will not execute any agreement in conflict herewith.

AND I/we further covenant and agree, in respect of said application(s), Invention, Letters Patent, patents, and any and all patent applications filed or to be filed on or in relation wholly or partly to said Invention in any country or patent organization, and any and all patents which may issue thereon, and any and all reissues, reexaminations, pipelines, extensions, supplementary protection certificates, and governmental exclusivity rights extending therefrom, that at Assignee's expense, I/we will each time a request is made and without undue delay: (i) execute and deliver all such papers as may be necessary or desirable to perfect title to Assignee, its

successors, assigns, or legal representatives; (ii) communicate to Assignee or to its nominee all known facts; (iii) testify in any administrative or legal proceedings, including any interference, arbitration, opposition, reexamination, inter partes review, post grant review, or litigation; (iv) execute and deliver all lawful papers and documents, including all petitions, specifications, affidavits, declarations, and disclaimers; (v) furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in my/our control or in the control of my/our heirs, legal representatives, or assigns, and (vi) make all rightful oaths, and generally to do everything possible to aid Assignee, its successors, assigns, and legal representatives to obtain, maintain, and enforce for its or their own benefit proper patent protection for said Invention or any part of it in any and all countries.

AND I/we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said Assignee, as assignee of the entire right, title and interest, any and all applications and Letters Patent for said Invention or any part of it, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application(s) aforesaid, in accordance with the terms of this assignment.

THE effective date of this As	SSIGNMENT sha	all be the earliest filing date	of the above-
referenced patent application(s).			
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Signed at Ugst Chefr	on this S	day of December	, 20 <u>/</u> 5
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Signed at(City, State, Country)	on this	day of	, 20
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Signed at	on this	day of	, 20
(City, State, C	ountry)		
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Signature:			
Gre	gory R. Ott		

Signed at	on this	day of	, 20
(City, State	, Country)	· · · · · · · · · · · · · · · · · · ·	

SCHEDULE A

File No.	Title	Serial No.	Filing Date
CP724-P1	PIPERIDINE- PYRROLOTRIAZINE ALK INHIBITORS WITH IMPROVED PHYSIOCHEMICAL PROPERTIES	61/828,451	May 29, 2013
CP724-PCT	PYRROLOTRIAZINES AS ALK INHIBITORS	PCT/US2014/039755	May 28, 2014
CP724-PCT-US	PYRROLOTRIAZINES AS ALK INHIBITORS	14/944,668	November 18, 2015

ASSIGNMENT

WHEREAS I/we, RALPH C. HALTIWANGER of West Chester, Pennsylvania; EUGEN F. MESAROS of Wallingford. Pennsylvania; and GREGORY R. OTT of Media, Pennsylvania, have made application(s) for Letters Patent identified on Schedule A attached hereto; and

WHEREAS. Cephalon, Inc. of 41 Moores Road; PO Box 4011, Frazer, Pennsylvania 19355, a corporation of Delaware, hereinafter referred to as "Assignee" is desirous of acquiring the entire right, title and interest in and to said application(s) and any and all inventions or improvements described in whole or in part therein (collectively hereinafter referred to as "Invention"):

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I/we, have assigned, transferred, and conveyed, and/or do hereby assign, transfer, and convey to Assignee the entire right, title, and interest in and to said application(s) and said Invention, and all the rights, privileges, and benefits therein, including any and all rights, privileges, and benefits under the Paris Convention for the Protection of Industrial Property, including the right to claim priority based on said patent application(s), and under any and all Letters Patent or patents which may be granted therefor, and all right, title, and interest in and to every patent application filed or to be filed on or in relation wholly or partly to said Invention in any country or patent organization, including continuations, divisions, renewals, revivals, and any substitute applications of said patent application(s), and all the rights, privileges, and benefits therein, including the right to claim priority based on said patent application(s), and all right, title, and interest in and to any and all patents which may issue thereon, and any reissues, reexaminations, pipelines, extensions, supplementary protection certificates, and governmental exclusivity rights extending therefrom.

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THE effective date of this ASSIGNMENT shall be the earliest filing date of the above-referenced patent application(s).

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Signature:	<u></u>			
	Ralph C. Halti	wanger	and the second s	
	WALLINGFORD;	PA-	th -	
Signed at		on this \(\lambda \)	o day of DE	CEMBER: 2015
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Signed at		on this	day of	, 20
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Signature:				
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Signed at		on this	day of	, 20 ,
((City, State, Country)			
Signature:				
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Signed at	WEST	CHESTER	PAUSA	on this	1574	day of	December	,2015
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Signed at	on this	day of	, 20
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Signature:		_	
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Signature:			
.=-	gory R. Ott	 :	

Signed at Files (City, State, Country)

Signature:

Gail Griffin, Assistant Secretary

Signed by and on behalf of the ASSIGNEE (Cephalon, Inc.):

SCHEDULE A

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