### 503625242 12/28/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3671874

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
THERAVANCE, INC.	06/01/2014

#### **RECEIVING PARTY DATA**

Name:	THERAVANCE BIOPHARMA R&D IP, LLC
Street Address:	901 GATEWAY BOULEVARD
City:	SOUTH SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94080

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14539039

#### **CORRESPONDENCE DATA**

**Fax Number:** (877)769-7945

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.

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

 Phone:
 6175425070

 Email:
 apsi@fr.com

Correspondent Name: ANITA MEIKLEJOHN

Address Line 1: FISH & RICHARDSON P.C.

Address Line 2: P.O. BOX 1022

Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	41503-0022002
NAME OF SUBMITTER:	CHRISTINE M. GRACE
SIGNATURE:	/Christine M. Grace/
DATE SIGNED:	12/28/2015

#### **Total Attachments: 4**

source=P-281 Biopharma Assignment#page1.tif

source=P-281 Biopharma Assignment#page2.tif

source=P-281 Biopharma Assignment#page3.tif

source=P-281 Biopharma Assignment#page4.tif

PATENT 503625242 REEL: 037362 FRAME: 0883

## **Patent Assignment**

WHEREAS, Theravance, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 951 Gateway Boulevard, South San Francisco, California 94080 (the "Assignor"), is the sole owner of the patents and patent applications listed in **EXHIBIT A** (such patents and patent applications and the inventions set forth therein are collectively the "Assigned Patents");

WHEREAS, Theravance Biopharma R&D IP, LLC, a limited liability company duly organized under and pursuant to the laws of Delaware and having its principal place of business at 901 Gateway Boulevard, South San Francisco, California 94080 (the "Assignee"), is desirous of acquiring Assignor's entire right, title and interest in and to the Assigned Patents, and in and to any subsequent patent applications and patents filed or granted thereon or therefrom, and Assignor is willing to assign its rights, title, and interest with respect thereto to the Assignee on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer, set over and relinquishes exclusively unto the Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to: the Assigned Patents including, to the extent of Assignor's rights, the right to file patent applications on inventions set forth in the Assigned Patents; the right to claim priority to any of the Assigned Patents; the entire right, title and interest in and to any subsequent U.S. and foreign patent applications and patents claiming priority to any of the Assigned Patents, and in and to any U.S. and foreign patent applications and patents that claim priority to a patent application or patent arising from the Assigned Patents; any U.S. and foreign patents that may be granted on and from any of the Assigned Patents; any applications, divisionals, continuations, continuations-in-part, reexaminations, reissues, registrations, renewals, revalidations, substitutions, utility models, petty patents, extensions, and supplementary protection certificates that may be filed or granted on or for any of the Assigned Patents; all accrued causes of action for infringement of any of the foregoing; and all rights to and for the Assigned Patents under the Paris Convention for the Protection of Industrial Property; the same to be held and enjoyed by the Assignee, for its own use and behalf and for the use and behalf of its successors, legal representatives and assigns, to the full end of the term of the Assigned Patents and any such patents that may be granted thereon or therefrom as fully and entirely as if the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

REEL: 037362 FRAME: 0884

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that the Assignor has not executed and will not execute any assignment, sale, agreement or encumbrance in conflict with this assignment.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that, at the Assignee's expense and reasonable request, the Assignor will take action and execute documents necessary to perfect the interest assigned herein.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that whenever counsel for the Assignee, or the counsel for its successors, legal representatives and assigns, shall advise that any proceeding, filing or other legal action in connection with the Assigned Patents or any patent applications and patents resulting therefrom is lawful and desirable, Assignor will, to the extent reasonable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Assigned Patents and patent applications and patents resulting therefrom, without charge to the Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

AND the Assignor hereby requests the Director of the United States Patent and Trademark Office, and all foreign patent offices, to issue any and all patents resulting from the Assigned Patents or from any patent applications filed thereon or therefrom to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Assignor hereby has executed this assignment on this day of 2014, at South San Francisco, California, USA.

Theravance, Inc. (Assignor)

leffre A. Hagenah

Vice President & Chief Patent Counsel

& Assistant Secretary

Theravance, Inc.
951 Gateway Blvd.
South San Francisco, CA 94080
USA

--2--

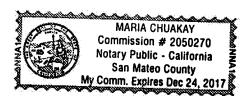
# CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

## STATE OF CALIFORNIA COUNTY OF SAN MATEO

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Notary Public (Seal)



## **EXHIBIT A**

Docket No.	Country	Sub Case	Status	Application Number	Filing Date	Patent Number	Grant Date
P-281	AR	01	Pending	2011 01 04114	11/04/2011		
P-281	CA	01	Pending	2,814,534	11/03/2011		
P-281	CN	01	Pending	201180053127.4	11/03/2011		
P-281	EP	01	Pending	11 784 875.4	11/03/2011		
P-281	GC	01	Pending	19692	11/12/2011		
P-281	JP	01	Pending	2013-537808	11/03/2011		
P-281	TW	01	Pending	100140412	11/04/2011		
P-281	US	01	Pending	13/288,216	11/03/2011		
P-281	US	PR1	Expired	61/410,267	11/04/2010		***************************************
P-281	US	PR2	Expired	61/444,046	02/17/2011		
P-281	US	PR3	Expired	61/492,267	06/01/2011		
P-281	VE	01	Pending	1456-2011	11/04/2011		
P-281	wo		Nat Phase	PCT/US2011/059 061	11/03/2011		

[Remainder of page intentionally left blank]

-4--

PATENT REEL: 037362 FRAME: 0887