

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3863892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MEDIMMUNE LIMITED	11/18/2014
RECEIVING PARTY DATA	
Name:	SPIROGEN SÀRL
Street Address:	RUE DU GRAND-CHÊNE 5
City:	1003 LAUSANNE
State/Country:	SWITZERLAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15028575
CORRESPONDENCE DATA	
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<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:	414-271-6560
Email:	mkeipdocket@michaelbest.com
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP
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ATTORNEY DOCKET NUMBER:	065435-9256-US00
NAME OF SUBMITTER:	CHARLENE L. YAGER
SIGNATURE:	/charlene l. yager/
DATE SIGNED:	05/09/2016
Total Attachments: 7	
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ASSIGNMENT OF INVENTION & RELATED INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **PHILIP WILSON HOWARD** of Medimmune Limited, Riverside Building, Granta Park, Cambridge, Cambridgeshire CB1 7PH, United Kingdom

ARNAUD TIBERGHIEn of Medimmune Limited, Riverside Building, Granta Park, Cambridge, Cambridgeshire CB1 7PH, United Kingdom

THAIS CAILLEAU of Medimmune Limited, Riverside Building, Granta Park, Cambridge, Cambridgeshire CB1 7PH, United Kingdom (the **Inventors**);
- (2) **MEDIMMUNE LIMITED** incorporated and registered in England & Wales with company number 02451177 whose registered office is at Milstein Building, Granta Park, Cambridge CB21 6GH, United Kingdom (the **Employer**); and
- (3) **SPIROGEN SÀRL** incorporated and registered in Switzerland of Rue du Grand-Chêne 5, 1003 Lausanne, Switzerland (the **Assignee**).

BACKGROUND

- (A) Each Inventor is an inventor of the Invention for which the Patents Applications have been or will be filed. The contributions of the Inventors to the Invention were made in the course of the duties of each Inventor as an employee of the Employer, and either the circumstances were such that an invention might reasonably have been expected to result from the carrying out of those duties, or the nature of those duties was such that the Inventor had a special obligation to further the interests of the Employer's undertaking.
- (B) The Inventors and the Employer believe that, either by operation of law or by virtue of an agreement entered into by each of the Inventors and the Employer before the making of the Invention, the Employer was, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventors to the Invention.
- (C) The Employer has assigned or has agreed to assign all its rights, title and interest in, to and arising from the Invention and the Patent Applications to the Assignee.
- (D) In case the Employer for any reason was not, at the time the Invention was made, entitled to the whole of the property in the contributions of the Inventors to the Invention, and in order to provide documentary evidence that the Assignee is the owner of both the legal title and the beneficial interest in the Patent Applications and in any contributions of the Inventors to the Invention, including any further contributions that the Inventors may make to the development or improvement of the Invention, the Inventors and the Employer have agreed to execute this Assignment to assign to the Assignee

all their rights, title and interest in, to and arising from the Invention and the Patent Applications on the terms set out in this Assignment.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

Completion Applications means the completion patent applications, short particulars of which are set out in Part 2 of the Schedule.

Future Applications means any future applications linked by one or more priorities to the Completion Applications and all matter contained in such future applications.

Invention means the invention or inventions entitled PYRROLOBENZODIAZEPINES AND CONJUGATES THEREOF

Patent Applications means the Priority Applications, the Completion Applications and the Future Applications and any and all:

- (a) national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

Priority Applications means the priority patent applications, short particulars of which are set out in Part 1 of the Schedule.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of £1 (sufficiency and receipt of which the Inventors expressly acknowledge), each of the Inventors and the Employer hereby assign absolutely to the Assignee all their right, title and interest in Canada, the United States and all other countries of the world in, to and arising from the Invention and, with effect from immediately prior to the filing of each, the Patent Applications including (but not limited to):

- (a) in respect of the Invention and any invention that shall be disclosed in, and all matter that shall be contained in, any of the Patent Applications, the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;
- (b) in respect of each and any Patent Application:
 - (i) the right to claim priority from and to prosecute and obtain grant of patents; and
 - (ii) the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of the Inventions and the Patent Applications, whether occurring before on or after the date of this Assignment.

3. FURTHER ASSURANCE

Each Inventor and the Employer shall, at the Assignee's cost, perform all further acts and things, and execute all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Inventors or the Employer in the course of any and all Canadian or United States or any other applications which relate to the Invention or to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of the Assignee as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Assignee in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Assignee by any third party or in the resolution of any question concerning the Invention, or the

Patent Applications or any inventions that shall be disclosed in any of
the Patent Applications.

4. POWER OF ATTORNEY

The Inventors, the Employer and the Assignee grant the firm of Mewburn Ellis LLP the power to insert in Part 3 of the Schedule to this Assignment any further identification of any existing or future patent applications in Canada or the United States or any other countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other patent office for the recordal of this Assignment. It is agreed that Mewburn Ellis LLP has represented only the Assignee and will continue to represent only the Assignee with respect to this Assignment.

5. ISSUE OF PATENTS

The Inventors and the Employer request the US Commissioner of Patents and the relevant authorities in all countries, regions and territories of the world to issue any patents granted for the Inventions or pursuant to any of the Patent Applications in the name of the Assignee (either alone or jointly with any co-applicant) in accordance with this Assignment.

6. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

8. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the law of England and Wales. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment.

Schedule: The Patent Applications

Part 1: Priority Applications

Country	Application No.	Application Date	Title
UK	1317981.7	11 October 2013	PYRROLOBENZODIAZEPINES AND CONJUGATES THEREOF

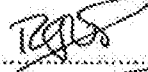
Part 2: Completion Applications

Country/region	Application No.	Application Date	Title
WO	PCT/EP2014/071791	10 October 2014	PYRROLOBENZODIAZEPINES AND CONJUGATES THEREOF
TW		13 October 2014	PYRROLOBENZODIAZEPINES AND CONJUGATES THEREOF

Part 3: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment

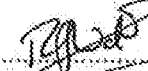
Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

Executed by PHILIP WILSON
HOWARD in the presence of:


SIGNATURE OF WITNESS
NAME: R J WATSON
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OCCUPATION: PATENT ATTORNEY
DATE: 29/10/14

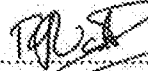

SIGNATURE OF INVENTOR

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TIBERGHEN in the presence of:


SIGNATURE OF WITNESS
NAME: R J WATSON
ADDRESS: 33 GUTTER LANE, LONDON, EC2V 8AS
OCCUPATION: PATENT ATTORNEY
DATE: 29/10/14

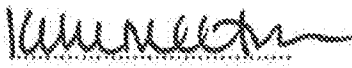

SIGNATURE OF INVENTOR

Executed by THAIS CAILLEAU
in the presence of:


SIGNATURE OF WITNESS
NAME: R J WATSON
ADDRESS: 33 GUTTER LANE, LONDON, EC2V 8AS
OCCUPATION: PATENT ATTORNEY
DATE: 29/10/14

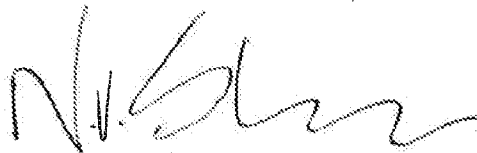

SIGNATURE OF INVENTOR

Executed by MEDIMMUNE
LIMITED acting by
LAURIE HILL, an authorised
representative, in the presence of:


SIGNATURE OF WITNESS
NAME: Kim Melton
ADDRESS: One MedImmune way, Gaithersburg, MD 20878 USA
OCCUPATION: Admin
DATE: 18 NOV 14

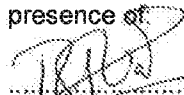

SIGNATURE OF AUTHORISED
REPRESENTATIVE

Executed by **SPIROGEN SÀRL**
acting by VERA-S. SIKOS an
authorised representative, in the
presence of



.....
SIGNATURE OF AUTHORISED
REPRESENTATIVE

presence of


.....
SIGNATURE OF WITNESS

NAME: R S WATSON

ADDRESS: 33 GURDOL LANE, LONDON, EC2V 8AS

OCCUPATION: PATENT ATTORNEY

DATE: 26/11/14