

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3901361

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TAKEDA GMBH	04/29/2016
RECEIVING PARTY DATA		
Name:	ASTRAZENECA AB	
Street Address:	VASTRA MALAREHAMNEN 9	
City:	SODERTALJE	
State/Country:	SWEDEN	
Postal Code:	SE 151 85	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13874065
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:	(212) 765-5070	
Email:	mwhite@fr.com	
Correspondent Name:	ROBERT C. SULLIVAN	
Address Line 1:	FISH & RICHARDSON P.C.	
Address Line 2:	P.O.BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	29296-0002005	
NAME OF SUBMITTER:	MARYANN WHITE	
SIGNATURE:	/Maryann White/	
DATE SIGNED:	06/03/2016	
Total Attachments: 13		
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EXECUTION VERSION

Dated 29 April 2016

TAKEDA GMBH
and
ASTRAZENECA AB

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (PATENTS AND DESIGNS)

relating to the Asset Purchase Agreement dated 16 December 2016

Linklaters

Linklaters LLP
One Silk Street
London EC2Y 8HQ

Telephone (+44) 20 7456 2000
Facsimile (+44) 20 7456 2222

Ref: L-240119

LO: 989621-2

A31414557

Intellectual Property Rights Assignment (Patents and Designs)

This Agreement is made on

29 April

2016

between:

- (1) **TAKEDA GMBH**, a company incorporated in Germany whose registered office is at Byk-Gulden-Strasse 2, 78467 Konstanz, Germany (the "Assignor"); and
 - (2) **ASTRAZENECA AB**, a company incorporated in Sweden with a principal place of business at 151 85, Södertälje, Sweden (the "Assignee").
- each a "Party" and together the "Parties".

Whereas:

- (A) Pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, certain assets and liabilities of the Business.
- (B) In connection with the Asset Purchase Agreement and subject to, and in accordance with, the terms of this Agreement, the Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept from the Assignor, all of the Assignor's right, title and interest in and to the Assigned IPR.

It is agreed as follows:

1 Interpretation

In this Agreement, unless the context otherwise requires, the provisions in this Clause 1 shall apply:

1.1 Definitions

All capitalised terms used but not defined in this Agreement shall have the meaning given to them in the Asset Purchase Agreement.

"Assignee Abandonment Request" has the meaning given to it in Clause 3.7;

"Assignor Abandonment Notice" has the meaning given to it in Clause 3.7;

"Affiliate" means with respect to any Person, any other Person that Controls, is Controlled by or is under common Control with such Person, and "Affiliates" shall be interpreted accordingly;

"Applicable Law" means any supra-national, federal, national, state, municipal or local statute, law, ordinance, regulation, rule, guidance, code, order (whether executive, legislative, judicial or otherwise), judgment, injunction, notice, decree or other requirement or rule of law or legal process (including common law), any Court Order or any rule or requirement of any national securities exchange;

"Asset Purchase Agreement" means the asset purchase agreement between Takeda GmbH and the Assignee dated 16 December 2016;

"Assigned Designs" means all registered designs and unregistered design rights which are included within the definition of Owned Business IPR, including the registered designs listed in Schedule 2 to this Agreement;

"Assigned IPR" means the: (i) Assigned Patents; (ii) the Relevant Part of the Co-Owned Business IPR; and (iii) the Assigned Designs;

"Assigned Patents" means all Patents owned solely by the Assignor which are included within the definition of Owned Business IPR, including the Patents listed in Schedule 1 to this Agreement and

"Assignee's Group" means the Assignee and its Affiliates;

"Assignor's Group" means the Assignor and its Affiliates;

"Assignor's Group Retained Respiratory Business" means the business of the Assignor's Group in respect of the products listed in Schedule 23 of the Asset Purchase Agreement;

"Assignor's Group Turkey Business" means the Commercialisation of Alvesco, Omnaris and Dexas in Turkey;

"Business" means the worldwide business of the Assignor's Group of research, development (including any studies or trials (whether or not undertaken with Third Parties)), or use of the Products and the Pipeline Compounds, and the Commercialisation of the Products, but excluding the Manufacturing of the Products, and in all cases other than the Assignor's Group Turkey Business and the Assignor's Group Retained Respiratory Business;

"Business IPR" means:

(i) all Patents owned by or licensed to any member of the Assignor's Group which relate to any Product, Relevant Compound or Pipeline Compound (including, all Patents owned by or licensed to any member of the Assignor's Group: (a) which relate to any formulation of, the Manufacture of or any method of use for any indication of, any Product, Relevant Compound or Pipeline Compound; or (b) which primarily relate to the combination of any Product, Relevant Compound or Pipeline Compound with any other active pharmaceutical ingredient; and

(ii) all Intellectual Property Rights (other than Patents) owned by or licensed to any member of the Assignor's Group which relate, primarily or exclusively to any Product, Relevant Compound or Pipeline Compound;

"Commercialise" means, with respect to a Product or a Pipeline Compound, to seek, obtain or maintain Product Approvals or Pipeline Compound Approvals, as applicable, import, export, license, outsource, advertise, promote, market, distribute, register or sell such Product or Pipeline Compound, as applicable, and **"Commercialising"** and **"Commercialisation"** shall be construed accordingly;

"Control" means the power to direct the management and policies of a Person (directly or indirectly), whether through ownership of voting securities, by contract or otherwise (and the term **"Controlled"** shall be interpreted accordingly);

"Co-Owned Business IPR" means the Patents relating to _____ that are co-owned by a member of the Assignor's Group _____ including the Patents listed in Part B of Schedule 3 to this Agreement;

"Court Order" means any order, decree, consent decree, writ, injunction, ruling, decision or judgment of any Governmental Entity that is binding on any Person or its property under Applicable Law;

"Governmental Entity" means any supra-national, federal, national, state, county, local, municipal or other governmental, regulatory or administrative authority, agency, commission or other instrumentality, any court, tribunal or arbitral body with competent jurisdiction, or any national securities exchange or automated quotation service including, any governmental regulatory authority or agency responsible for the grant approval, clearance, qualification, licensing or permitting of any aspect of the research, development, Manufacture, or Commercialisation of the Products and the Pipeline Compounds including the FDA, the European Medicines Agency, or any successor agency thereto;

"Intellectual Property Rights" means all intellectual property and proprietary rights of any kind or nature, whether protected, created or arising under any Applicable Law, including all: (i) rights in inventions; (ii) Patents; (iii) Trade Marks; (iv) rights in Know-how; (v) copyrights (including copyrights in software); (vi) Trade Secrets; (vii) rights in databases, rights in compilations of data (including personally identifiable information) and aggregated data; (viii) registered designs and unregistered design rights; (ix) rights in proprietary information and confidential information in any form, whether or not specially listed herein and all rights to limit the use or disclosure of such information; (x) registrations, grants and applications relating to any of the foregoing and all renewals, restorations and extensions thereof; (xi) similar or equivalent rights to any of the foregoing; and (xii) rights (including rights to bring actions for past, present or future infringement or misappropriation) and priorities afforded under any Applicable Law with respect to the foregoing;

"Invalidity Claim" has the meaning given to it in Clause 3.10.2;

"Know-how" means existing and available industrial and commercial information, know how, data and techniques in any form not in the public domain including drawings, specifications, processes and formulae, data (including all biological, chemical, pharmacological, biochemical, toxicological, pharmaceutical, physical, safety, preclinical and clinical data), reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers;

"Lead Party" means a Party that ~~alone~~ *is to take* any action in relation to the enforcement or defence, as applicable, of the against any Third Party Infringement or Invalidity Claim in accordance with Clause 3.12 or Clause 3.13;

"Manufacture", "Manufacturing" or "Manufactured" means all activities related to the manufacture, planning, purchasing of materials for, production, processing, compounding, storage, filling, finishing, packaging, labelling, leafleting, shipping, warehousing (prior to distribution), quality control testing, waste disposal, quality release, sample retention and stability testing of products;

"Owned Business IPR" means the Business IPR which is owned or co-owned by any member of the Assignor's Group;

"Patents" means: all (i) issued patents and patent applications (including design patents, method of use patents, combination patents and any patents that issue as a result of any patent applications); (ii) renewals, restorations, re-issues, re-examinations or any patent granted as a result of any other post-grant proceedings, patent term extensions,

divisionals, continuations, continuations-in-part, revisions, supplementary protection certifications, utility models, and substitutions relating to any issued patents and patent applications; and (iii) rights and priorities afforded under any Applicable Law with respect to any of the foregoing;

"Person" means any person or entity, whether an individual, trustee, corporation, limited liability company, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture, executor, administrator or other legal personal representative, or any other legal entity, including a Governmental Entity;

"Pipeline Compounds" means the products in development set out in part B of schedule 1 of the Asset Purchase Agreement;

"Products" means the medicinal products set out in the first column of part A of schedule 1 of the Asset Purchase Agreement;

"Prosecution and Maintenance" means the preparation, filing, prosecution and maintenance (but excluding, for the avoidance of doubt, the conduct and defence of any infringement, re-examinations, re-issues, interference proceedings, opposition, revocation, nullity, cancellation or other similar post-grant proceedings in relation to)

"Relevant Compound" means roflumilast,

"Relevant Part" means with respect to any Co-Owned Business IPR, the rights, title and interests owned by any member of the Assignor's Group in such Co-Owned Business IPR;

"Solely-Owned Patents" means the Patents relating to that are owned solely by a member of the Assignor's Group and included within the B641 patent family, including those Patents that are listed in Part A of Schedule 3 to this Agreement;

"Third Party" means any Person or entity other than the Parties or their respective Affiliates and permitted successors and assigns;

"Third Party Infringement" has the meaning given to it in Clause 3.10.1;

"Trade Marks" means all (i) trade marks, service marks, rights in trade dress, rights in trade names, business names, logos, slogans and get-up, whether registered or unregistered, together with any registrations and applications for registration thereof and all extensions and renewals of any of the foregoing and all goodwill associated with or symbolized by any of the foregoing, (ii) URL and domain name registrations and rights in social media handles, and (iii) rights and priorities afforded under any Applicable Law with respect to the foregoing; and

"Trade Secrets" means information that derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use.

1.2 Singular, plural, gender

References to one gender include all genders and references to the singular include the plural and vice versa.

1.3 References to persons and companies

References to:

1.3.1 a person include any company, partnership or unincorporated association (whether or not having separate legal personality); and

1.3.2 a company include any company, corporation or any body corporate, wherever incorporated.

1.4 Schedules etc.

References to this Agreement shall include any Schedules to it and references to Clauses and Schedules are to Clauses of, and Schedules to, this Agreement. References to paragraphs and Parts are to paragraphs and Parts of the Schedules.

1.5 Headings

Headings shall be ignored in interpreting this Agreement.

1.6 Legal terms

References to any English legal term shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction.

1.7 Non-limiting effect of words

The words "including", "include", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

2 Assignment

Pursuant to and for the consideration set out in the Asset Purchase Agreement, subject to Clause 3, the Assignor hereby assigns to the Assignee (and, in relation to the Assigned Designs owned or co-owned by another member of the Assignor's Group, shall procure that each other relevant member of the Assignor's Group shall assign to the Assignee) and the Assignee hereby accepts all of the Assignor's right, title, and interest in and to:

- (i) the Assigned IPR;
- (ii) the entitlement to (a) any registered Patents granted pursuant to any of the applications contained in the Assigned Patents; (b) co-ownership with of any registered Patents granted pursuant to any of the applications contained in the Co-Owned Business IPR; and (c) any registered designs granted pursuant to any of the applications contained in the Assigned Designs; and
- (iii) the right to bring or defend proceedings and obtain relief (and to retain any damages and other monies recovered) in respect of any infringement or other

cause of action arising from ownership of any of the Assigned IPR, whether occurring on or after the date of this Agreement.

- 3.1 The effective date of the assignment of the _____ from the Assignor to the Assignee under this Agreement shall be the _____, or such other date between the date of this Agreement and the _____ as may be agreed by the Parties in writing prior to the _____, and not the date of this Agreement.

Licence

- 3.2 The Assignor hereby grants, and shall procure that any other relevant members of the Assignor's Group shall grant, with effect from the date of this Agreement until such date as the _____ is assigned to the Assignee, to the Assignee and each member of the Assignee's Group, an exclusive, irrevocable, fully paid-up, royalty-free and worldwide licence, with the ability to sub-license through multiple tiers (only to the extent permitted without Third Party Consent in relation to the Co-Owned Business IPR) to use (and perform all other acts which constitute infringement of) all

Prosecution and Maintenance

- 3.3 Between the date of this Agreement and the date the _____ is assigned to the Assignee and subject to the terms of the Assignor's (or any of its Affiliates') contractual arrangements with _____ in relation to the Co-Owned Business IPR, as between the Parties the Assignor shall, subject to Clause 3.7, conduct, and pay all fees and other expenses (including all official registry fees) relating to, the Prosecution and Maintenance of the _____.
- 3.4 The Assignor shall, from time to time upon the Assignee's reasonable request, provide the Assignee with an update on the status of the Prosecution and Maintenance of the _____.
- 3.5 Subject to the terms of the Assignor's (or any of its Affiliates') contractual arrangements with _____ in relation to the Co-Owned Business IPR, the Assignor shall:
- 3.5.1 promptly provide the Assignee with all information that the Assignor receives, whether from _____ or other sources, which relates to the Prosecution and Maintenance of the _____; and
- 3.5.2 consult in good faith with the Assignee prior to taking any steps (including communications with _____) which relate to the Prosecution and Maintenance of the _____, and shall follow all reasonable instructions provided by the Assignee in relation thereto.
- 3.6 The Assignee shall co-operate fully with the Assignor in relation to the Prosecution and Maintenance of the _____ and shall, at the Assignee's request and cost (including legal and professional costs and expenses), take all steps as may be reasonably required by the Assignor in relation to the Prosecution and Maintenance of the _____.
- 3.7 If the Assignor intends to withdraw, surrender, allow to lapse or otherwise cease the Prosecution and Maintenance of any of the Solely-Owned _____ Patents, it shall give the Assignee reasonable written notice of such intention (which notice shall be no less

than three months prior to the renewal date of any relevant Solely-Owned Patents which are registered) (the "Assignor Abandonment Notice"). At the Assignee's written request (the "Assignee Abandonment Request"), the Assignor shall assign any Solely-Owned Patents that are the subject of an Assignor Abandonment Notice to the Assignee at the Assignee's cost but for no or nominal consideration and otherwise on the terms that are substantially similar to the applicable terms of this Agreement. If the Assignee does not provide an Assignee Abandonment Request to the Assignor within the relevant reasonable period, the Assignor shall be entitled to withdraw, surrender, allow to lapse or otherwise cease the Prosecution and Maintenance of the relevant Solely-Owned Patents.

- 3.8 Neither the Assignor nor any of its Affiliates shall be liable to the Assignee or any of its Affiliates, or any of their officers or employees, whether in contract, in tort (including negligence), under statute or otherwise, in connection with the Prosecution and Maintenance of the provided that the Assignor has (i) complied with its obligations under Clauses 3.4 to 3.5 and 3.7, and (ii) used reasonable care in conducting the Prosecution and Maintenance of the in accordance with Clause 3.3.

Enforcement

- 3.9 The Parties acknowledge and agree that their respective rights and obligations under Clauses 3.10 to 3.18 shall, at all times, be subject to the terms of the Assignor's (or any of its Affiliates') contractual arrangements with .
- 3.10 Between the date of this Agreement and the date the is assigned to the Assignee, each Party shall promptly notify the other Party in writing on becoming aware of:
- 3.10.1 any actual, threatened or suspected infringement or unauthorised use by any third party of any of the (including acts of passing off, acts of unfair competition or any similar causes of action) ("Third Party Infringement"); or
- 3.10.2 any actual or threatened claim by a third party challenging the validity, enforceability or ownership of any of the before any relevant Intellectual Property Rights registry or any court ("Invalidity Claim").
- 3.11 The notice to be provided under Clause 3.10 shall include such information as the notifying Party has concerning:
- 3.11.1 the identity of the Person(s) involved in the Third Party Infringement or Invalidity Claim;
- 3.11.2 the details of the Third Party Infringement or Invalidity Claim; and
- 3.11.3 how the notifying Party was alerted to the Third Party Infringement or Invalidity Claim.
- 3.12 Subject to Clause 3.18, the Assignor shall, at the Assignor's cost (including legal and professional costs and expenses), have the first right to take whatever action it deems appropriate in its sole discretion in respect of any Third Party Infringement or Invalidity Claim (and to assume responsibility of any Third Party Infringement or Invalidity Claim which is on-going as at the date of this Agreement). This shall include, subject to Clause 3.18, the right to bring an action for a permanent or preliminary injunction or

institute, defend, settle or otherwise resolve any actions or proceedings relating to any Third Party Infringement or Invalidity Claim. The Assignor shall not have any obligation under this Clause 3.12 to take any action in relation to the enforcement or defence of the against any Third Party Infringement or Invalidity Claim.

3.13 If the Assignor:

3.13.1 does not take any action in accordance with Clause 3.12 to enforce or defend, as applicable, the against any Third Party Infringement or Invalidity Claim within 20 Business Days of being notified of such Third Party Infringement or Invalidity Claim (or such shorter period as the Assignee may reasonably request in order to preserve the right to: (a) obtain interim or preliminary relief for any Third Party Infringement; or (b) maintain any the subject of an Invalidity Claim); or

3.13.2 notifies the Assignee in writing that it does not wish to take any action under Clause 3.12.

the Assignee shall, subject to Clause 3.16, at the Assignee's cost (including legal and professional costs and expenses), have the right to take whatever action it deems appropriate in its sole discretion in respect of any such Third Party Infringement or Invalidity Claim (and any counterclaims).

3.14 The Assignee's rights under Clause 3.13 shall include, subject to Clause 3.16, the right to bring an action for a permanent or preliminary injunction or institute, defend, settle or otherwise resolve any actions or proceedings relating to any Third Party Infringement or Invalidity Claim. The Assignee shall not have any obligation under Clause 3.13 to take any action in relation to the enforcement or defence of the against any Third Party Infringement or Invalidity Claim.

3.15 Each Party shall co-operate fully with the Lead Party (where applicable) in relation to any Third Party Infringement or Invalidity Claim and shall, at the Lead Party's request and cost (including legal and professional costs and expenses), take all steps as may be reasonably required by the Lead Party in relation to any Third Party Infringement or Invalidity Claim, including by:

3.15.1 agreeing to legal proceedings being brought jointly in the names of the Assignor and the Assignee or to being joined as a party to legal proceedings; and

3.15.2 allowing the Lead Party to take such action in the name of and on behalf of the non-leading Party (or another member of its Group) as is reasonably necessary to enforce or defend, as applicable, the against any Third Party Infringement or Invalidity Claim in accordance with this Agreement, provided that the Lead Party shall, in the course of continuing such action, take into account and have due regard to, and not take any action which would materially damage, the reputation of any member of the non-leading Party or any of its Affiliates or any of their respective directors, officers, employees or agents.

3.16 The Lead Party shall keep the non-leading Party reasonably informed of the status of any action it elects to take in relation to the enforcement or defence, as applicable, of the against any Third Party Infringement or Invalidity Claim in accordance with this Agreement.

- 3.17 The Lead Party shall be entitled to any and all damages, accounts of profit, awards of costs obtained from any actions taken by the Lead Party pursuant to this Agreement.
- 3.18 Neither Party may make any statement of admission, or enter into any compromise, settlement or agreement (including by way of agreeing to the amendment of any) with any Person in relation to any Third Party Infringement or Invalidity Claim, which:
- 3.18.1 is reasonably likely to compromise the enforceability or validity of the , without the prior written consent of the other Party (such consent not to be unreasonable withheld, conditioned or delayed); or
- 3.18.2 requires the other Party to make any payment.

4 Further assurance

- 4.1 Without prejudice to clause 6.6 of the Asset Purchase Agreement or the services to be provided in relation to the transfer of the Assigned IPR under the Transitional Services Agreement, at any time after the date of this Agreement, at the reasonable request of the Assignee, the Assignor shall, execute such documents and do such acts as the Assignee may reasonably require under the law of any country for the purpose of giving to the Assignee the full benefit of all the provisions of this Agreement. To the extent to which such assistance falls within the scope of the services to be provided under the Transitional Services Agreement, the Assignee shall pay for such assistance in accordance with the Transitional Services Agreement. To the extent to which such assistance does not fall within the scope of the services to be provided under the Transitional Services Agreement, such assistance shall be at the expense of the Assignee save that the Assignor shall bear its own internal costs.

5 Whole agreement

- 5.1 This Agreement, the Transitional Services Agreement and the Asset Purchase Agreement contain the whole agreement between the parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract, and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement.
- 5.2 The Assignee acknowledges that it has not been induced to enter this Agreement by any representation, warranty or undertaking not expressly incorporated into it or the Asset Purchase Agreement.
- 5.3 In the event of any inconsistency between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail provided that, for the avoidance of doubt, the Parties agree that Clause 4 (Further Assurances) of this Agreement shall prevail over clause 16.1 (Further assurances) of the Asset Purchase Agreement in the event of any inconsistency.

6 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by executing any such counterpart.

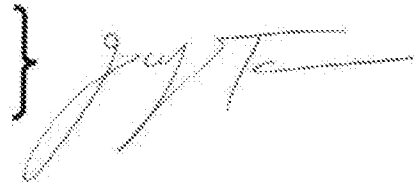
7 Governing law and submission to jurisdiction

- 7.1** This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 7.2** Each Party irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. Each Party irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

In witness whereof this Agreement has been duly executed.

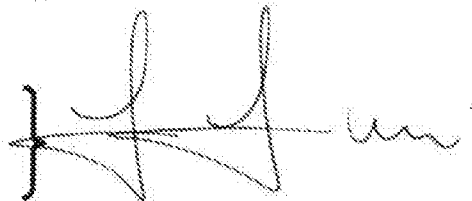
SIGNED by

Jocelyne Trötschel
for and on behalf of
TAKEDA GMBH

} 

SIGNED by

ANDREA FERRARI
for and on behalf of
TAKEDA GMBH

} 

SIGNED by

for and on behalf of
ASTRAZENECA AB (PUBL)

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