## 503877053 06/17/2016

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SCOTT D. KUDUK	05/23/2016
JASON W. SKUDLAREK	05/24/2016

### **RECEIVING PARTY DATA**

Name:	MERCK SHARP & DOHME CORP.
Street Address:	126 EAST LINCOLN AVENUE
City:	RAHWAY
State/Country:	NEW JERSEY
Postal Code:	07065

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15105808

### **CORRESPONDENCE DATA**

**Fax Number:** (732)594-4720

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:** 732-594-3904

**Email:** virginia.finno-sorrentino@merck.com

Correspondent Name: MERCK

Address Line 1: 126 EAST LINCOLN AVENUE

Address Line 2: RY86-2011A

Address Line 4: RAHWAY, NEW JERSEY 07065

ATTORNEY DOCKET NUMBER:	23336-US-PCT
NAME OF SUBMITTER:	VIRGINIA FINNO-SORRENTINO
SIGNATURE:	/VIRGINIA FINNO-SORRENTINO/
DATE SIGNED:	06/17/2016

### **Total Attachments: 4**

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PATENT 503877053 REEL: 038943 FRAME: 0606

#### WORLDWIDE ASSIGNMENT

WHEREAS, I/WE.

- (1) Scott D. Kuduk, located at Harleysville, PA,
- (2) Jason W. Skudlarek, located at Audubon, PA,

(hereinafter ASSIGNOR(S)), is/are the inventor(s) of the invention described in an application for Patents having the Attorney Docket Number indicated above and the following Title of the Invention:

#### THIOETHER-PIPERIDINYL OREXIN RECEPTOR ANTAGONISTS

and/or in the following application(s):

U.S. Provisional Application No. 61/917,6	16 filed on December 18, 2013;
U.S. Provisional Application No. 61/917,6 U.S. Application No. $\frac{15/105808}{1}$	having a filing date of $\underline{\text{JUNE } 17,2016}$ and
PCT International Application No.	having a filing date of

WHEREAS I/WE covenant that the rights and property herein conveyed are free and clear of any encumbrance, and that I/we have the full right to convey the same as herein expressed.

WHEREAS, Merck Sharp & Dohme Corp., a corporation organized under the laws of the State of New Jersey, having an office at 126 East Lincoln Avenue, Rahway, New Jersey 07065, and its successors, assigns and legal representatives (hereinafter **ASSIGNEE**), is desirous of obtaining the entire right, title and interest in, to and under the invention disclosed in said application or applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I/we, said ASSIGNOR(S), do each hereby sell, assign and transfer or confirm the grant and assignment to said ASSIGNEE my/our entire right, title and interest in all countries of the world in and to my/our invention described in said application for Patents, in and to the right to file patent applications in the name of ASSIGNEE, its designee, or in any or all of our names, at its election, on the aforesaid invention in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified application for Patents under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement relating to patents or intellectual property, in and to any and all Letters Patent that are granted from the aforesaid application for Patents, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said invention, and in and to any continuations, divisions, reexaminations, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said ASSIGNEE, to the full ends of the terms for which all Letters Patent therefore may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

AND I/WE HEREBY covenant and agree that we will at any time, upon the request and at the expense of ASSIGNEE, without further compensation or charge to said ASSIGNEE, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing invention, patent applications, and Letters Patent and continuations, divisions, reexaminations, reissues, renewals and extensions thereof in the name of ASSIGNEE, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein.

I/WE HEREBY authorize **ASSIGNEE** to insert in this instrument the Application Number(s) and the filing date(s) of said application for Patents when officially notified thereof.

This document may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such components shall together constitute but one and the same document.

Notary Public

X	Executed this $\frac{23}{9}$ day of $\frac{M_{\text{ey}}}{2}$	, 2016.
X	Scott D. Kuduk	
	ACKNOWLEDGEMENT	
$\times \ell$	county of Montgomery	) ) s.s.: )
X	On this 23 day of	, 2016, personally appeared before me <b>Scott D. Kuduk</b> to me known, escribed in and who executed the foregoing instrument, and acknowledged own free will for the purpose set forth.
	(Seal) COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL JENNIFER DONNELLY, Notary Public Lower Salford Twp., Montgomery County My Commission Expires January 13, 2020	Notary Public
	Executed this day of	, 2016.
	Jason W. Skudlarek	
	ACKNOWLEDGEMENT	
	County of	
	On this day of known, and known by me to be the same pers acknowledged that he (she) executed the same	, 2016, personally appeared before me <b>Jason W. Skudlarek</b> to me son described in and who executed the foregoing instrument, and ne, of his (her) own free will for the purpose set forth.
	(Seal)	

**REEL: 038943 FRAME: 0608** 

#### **WORLDWIDE ASSIGNMENT**

WHEREAS, I/WE,

- (1) Scott D. Kuduk, located at Harleysville, PA,
- (2) Jason W. Skudlarek, located at Audubon, PA,

(hereinafter ASSIGNOR(S)), is/are the inventor(s) of the invention described in an application for Patents having the Attorney Docket Number indicated above and the following Title of the Invention:

#### THIOETHER-PIPERIDINYL OREXIN RECEPTOR ANTAGONISTS

and/or in the following application(s):

U.S. Provisional Application No. 61/91	7,616 filed on December 18, 2013;
U.S. Application No. $\frac{15/105808}{}$	having a filing date of JUNE 17, 2016 and
PCT International Application No.	having a filing date of

WHEREAS I/WE covenant that the rights and property herein conveyed are free and clear of any encumbrance, and that I/we have the full right to convey the same as herein expressed.

WHEREAS, Merck Sharp & Dohme Corp., a corporation organized under the laws of the State of New Jersey, having an office at 126 East Lincoln Avenue, Rahway, New Jersey 07065, and its successors, assigns and legal representatives (hereinafter **ASSIGNEE**), is desirous of obtaining the entire right, title and interest in, to and under the invention disclosed in said application or applications;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I/we, said ASSIGNOR(S), do each hereby sell, assign and transfer or confirm the grant and assignment to said ASSIGNEE my/our entire right, title and interest in all countries of the world in and to my/our invention described in said application for Patents, in and to the right to file patent applications in the name of ASSIGNEE, its designee, or in any or all of our names, at its election, on the aforesaid invention in all countries of the world, together with all rights of priority in the aforesaid countries deriving from the above-identified application for Patents under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models and under any other international arrangement relating to patents or intellectual property, in and to any and all Letters Patent that are granted from the aforesaid application for Patents, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said invention, and in and to any continuations, divisions, reexaminations, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said ASSIGNEE, to the full ends of the terms for which all Letters Patent therefore may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

AND I/WE HEREBY covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, without further compensation or charge to said **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing invention, patent applications, and Letters Patent and continuations, divisions, reexaminations, reissues, renewals and extensions thereof in the name of **ASSIGNEE**, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein.

I/WE HEREBY authorize **ASSIGNEE** to insert in this instrument the Application Number(s) and the filing date(s) of said application for Patents when officially notified thereof.

This document may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such components shall together constitute but one and the same document.

Executed this day of	, 2016.
Scott D. Kuduk	
ACKNOWLEDGEMENT	
County of	) s.s.: )
On this day of	, 2016, personally appeared before me <b>Scott D. Kuduk</b> to me known, and escribed in and who executed the foregoing instrument, and acknowledged that he in free will for the purpose set forth.
(Seal)	
	Notary Public
Executed this <u>24</u> day of <u>May</u> <u>Jame W. Suulkuu</u> Jason W. Skudlarek	, 2016.
ACKNOWLEDGEMENT  Company of 1907 (2006)	Wans.
County of Management	) s.s.: )
known, and known by me to be the same	, 2016, personally appeared before me <b>Jason W. Skudlarek</b> to me person described in and who executed the foregoing instrument, and same, of his (her) own free will for the purpose set forth.
(Seal)  COMMONSMENT OF PRINCEY VARIA  Notabili Seal  Donothy M. Biller, Rotary Public  Elgaer Gaynedd Twp., Nortgomery County  My Commission Expires May 14, 2017  MINIST, REMANUSHIA ARKKISHI WOF NOTABES	Notary Public

REEL: 038943 FRAME: 0610