

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| VIFOR (INTERNATIONAL) AG | 11/01/2011 |
| RECEIVING PARTY DATA | |
| Name: | VIFOR FRESENIUS MEDICAL CARE RENAL PHARMA LTD. |
| Street Address: | RECHENSTRASSE 37 |
| City: | ST. GALLEN |
| State/Country: | SWITZERLAND |
| Postal Code: | 9001 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12743120 |
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| NAME OF SUBMITTER: | GEORGE M. KAPLAN |
| SIGNATURE: | /gmk/ |
| DATE SIGNED: | 07/28/2016 |
| Total Attachments: 3 | |
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CONFIRMATION OF PATENT ASSIGNMENT

THIS CONFIRMATION OF PATENT ASSIGNMENT, by VIFOR (INTERNATIONAL) AG of St. Gallen, Switzerland ("*Assignor*") witnesseth:

WHEREAS by Assignment Agreement dated November 1st, 2011, Vifor (International) AG assigned to Assignor and certain other persons all of its right, title and interest in the patents and patent applications set forth on Exhibit A attached hereto and the inventions disclosed therein (the "*Patent Rights*," as hereinafter further defined);

WHEREAS Assignor hereby agrees, confirms and ratifies that on November 1st, 2011, Assignor did assign and transfer to VIFOR FRESENIUS MEDICAL CARE RENAL PHARMA LTD., of St. Gallen, Switzerland ("*Assignee*") all of its right, title and interest in and to the Patent Rights, and to the extent that such past assignment was imperfectly made, Assignor does hereby sell, assign, transfer, and convey unto Assignee, all right, title and interest that exist today and may exist in the future in and to any and all of the following (all of which shall fall within the scope of the "*Patent Rights*");

- (a) the provisional patent applications, patent applications and patents listed on Exhibit A attached hereto (the "*Patents*");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents on Exhibit A attached hereto and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) inventions, invention disclosures, and discoveries listed on Exhibit A attached hereto or described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), and/or (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (e);
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for (1) damages, (2) injunctive relief, and (3) any other remedies of any kind for past, current, and future infringement; and (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental

grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and at Assignee's cost for time and expenses incurred but otherwise without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. The terms and conditions of this Confirmation of Patent Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

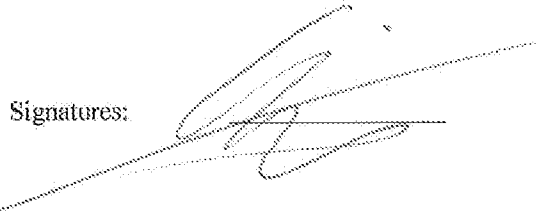
IN WITNESS WHEREOF this Confirmation of Patent Assignment is executed at St. Gallen

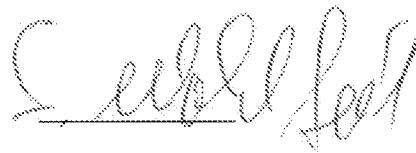
on _____
Date

ASSIGNOR:

Name (print): JEAN-MARC LIGIBEL
Head of IP

Dr STEFAN WOHLFEIL
Chief Medical Officer and Head of R&D

Signatures: 



Dr.med. Stefan Wohlfeil
Chief Medical Officer

28. Juli 2016

✓ Legal
28.7.2016

EXHIBIT A

U.S. Patent application No. 12/743,120, including any existing or future divisional, continuation, continuation in part.