

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4001118

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SANOFI	04/29/2016
RECEIVING PARTY DATA	
Name:	HUVEPHARMA ITALIA S.R.L.
Street Address:	VIA MARTIRI DELLA LIBERTA 80
Internal Address:	SAN DONATO MILANESE
City:	MILANO
State/Country:	ITALY
Postal Code:	20097
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8507697
Patent Number:	8334392
Application Number:	61241744
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	docketing@mcneillbaur.com
Correspondent Name:	ADAM M. BREIER
Address Line 1:	11501 DUBLIN BOULEVARD
Address Line 2:	SUITE 200
Address Line 4:	DUBLIN, CALIFORNIA 94568
ATTORNEY DOCKET NUMBER:	01174-0015_0016-00US
NAME OF SUBMITTER:	RACHEL ASHTON
SIGNATURE:	/Rachel A. Ashton/
DATE SIGNED:	08/10/2016
Total Attachments: 9	
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TRANSFERRED PATENTS ASSIGNMENT AGREEMENT

among

Sanofi

as Assignor

and

Huvepharma Italia S.r.l.

as Assignee

dated April 29th, 2016



TRANSFERRED PATENTS ASSIGNMENT AGREEMENT

This Transferred Patents Assignment Agreement (this "**Agreement**" or "**Assignment**") is made on April 29th, 2016, by and among Sanofi, a French corporation with its principal place of business located at 54, rue la Boetie, 75008 Paris, France ("**Sanofi**" or the "**Assignor**"), on the one hand, and Huvepharma Italia S.r.l., an Italian limited liability company with its principal place of business located at San Donato Milanese (MI), Italy, Viale della Libertà 80, Tax Code and VAT No. IT 09320250963 and enrolment No. 09320250963 with the Register of Enterprises of Milan (the "**Assignee**"), on the other hand (collectively the "**Parties**").

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties declare that they broadly discussed and negotiated each clause of this Agreement and hereto agree as follows.

ARTICLE 1 DEFINITIONS

1.1 Defined terms

1.1.1 As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"**Agreement**" shall mean this Transferred Patents Assignment Agreement, as the same may be amended or supplemented from time to time in accordance with the terms hereof, including the Schedule(s) hereto.

"**Effective Date**" shall mean the date of signature of this Agreement.

"**Notice**" shall have the meaning given in Section 3.4.

"**Transferred Patents**" shall have the meaning given in Schedule 1.1.

1.2 Other Definitional Provisions

1.2.1 The words "**hereof**", "**herein**", "**hereinafter**", "**hereinabove**" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. A reference to an Article, Section or Schedule is, except as otherwise expressly stated, a reference to an Article or Section of, or a Schedule to, this Agreement.

1.2.2 Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa. Whenever required by the context, any pronoun used in this Agreement will include the corresponding masculine, feminine or neuter forms.

1.2.3 The words "**include**", "**includes**" and "**including**" and words of similar import will be by way of example rather than by limitation.

1.2.4 Where there is any inconsistency between the definitions set out in Section 1.1 and the definitions set out in any other Section or Schedule then, for the purposes of construing such other Section or Schedule, the definitions set out in such other Section or Schedule shall prevail.

1.3 Language

1.3.1 The originals of this Agreement shall be executed in the English language only. In the case of any discrepancy between the English text and the translated text in any other language (if any), the English text shall prevail.

ARTICLE 2 ASSIGNMENT

2.1 Assignment

2.1.1. The Assignor hereby irrevocably assigns, transfers, conveys and delivers to the Assignee all of such Assignor's right, title and interest to, in and under the Transferred Patents, and the Assignee hereby acquires and assumes from the Assignor such right, title and interest of the Assignor to, in and under the Transferred Patents so that the Assignee may succeed to all rights and obligations resulting therefrom. The consideration for the abovementioned assignment has been already fully agreed and paid and the Assignee and the Assignor hereby expressly acknowledge the receipt and the sufficiency of the above cited consideration.

2.1.2. The assignments effected by this Article 2 shall include the assignment and transfer of:

(a) all patents already granted and such patents that may be granted pursuant to any applications listed in the attached Schedule 1.1., as well as all patents that may derive priority from or have identical claims to the Transferred Patents in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Transferred Patents shall be deemed to include all such items of property; and

(b) all rights of action, obligation, prosecution, powers and benefits arising from ownership of the Transferred Patents, including without limitation the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising on or after the date of this Agreement.

2.2 Prosecution and Maintenance costs and other expenses

Assignee shall be responsible for, and shall pay all costs (e.g. maintenance fees, invoices) related to the prosecution and maintenance of the Transferred Patents as from the Effective Date.

2.3. Recordal at the relevant Patent Offices and assistance

2.3.1 The Assignee shall proceed with the recordal of the transfer of each of the Transferred Patents from the Assignor to the Assignee at the relevant Patent Offices, at its own care,



cost and expense (including notably without limitation, expenses involved in the notarization, authentication, legalization, recording of the assignment documents by country, incurred as from the Effective Date).

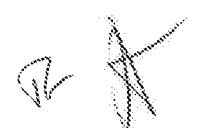
- 2.3.2 Upon reasonable and timely request of the Assignee and until the expiry of 12 (twelve) months as from the Effective Date, the Assignor shall, at its own costs, execute and/or procure the execution of, in a form which will able the Assignee to record the assignment with relevant national patent offices, and/or provide the Assignee with any and all documents necessary for establishing the Assignor's title to each of the Transferred Patents and the transfer of full title to each of the Transferred Patents to the Assignee.
- 2.3.3 Upon reasonable and timely request of the Assignee and until the expiry of 12 (twelve) months as from the Effective Date, the Assignor shall, at its own costs, provide to the Assignee any and all documents relating to Assignor's or Assignor's predecessors-in-title right, title and interest to the Transferred Patents as the Assignor has at its disposition, including all correspondence, files, notebooks and records relating to the ownership of any and all national or regional, patents and patent applications pertaining to each of the Transferred Patents.
- 2.3.4. Upon reasonable and timely request of the Assignee and until the expiry of 12 (twelve) months as from the Effective Date, the Assignor shall, at its own costs, provide reasonable assistance to the Assignee to perfect the Assignee's title to any and all national or regional patents and patent applications within the Transferred Patents, including executing or procuring the execution, in a form suitable for recording the transfer of title at a relevant patent office, of documents to transfer to the Assignee all of the Assignor's right, title and interest to those Transferred Patents.

2.4 Recordal at relevant Tax Offices

The Assignee shall proceed with the recordal of this Agreement at the competent Tax Offices at its own care, cost and expense, thus paying also relevant taxes.

2.5 No representations or warranties – No Covenants

- 2.5.1 The Assignor does not make any representations or warranties, express or implied, with respect to the Transferred Patents.
- 2.5.2 The Assignor does not make any covenants, express or implied, with respect to the Transferred Patents.



3 GENERAL PROVISIONS


3.1 Amendments; Waiver. This Assignment may only be amended, supplemented or modified and any provision of this Assignment may only be waived, pursuant to a written instrument making specific reference to this Assignment and executed by duly Authorized Persons of the Parties.

3.2 Governing Law; Dispute Resolution

3.2.1 This Assignment shall be governed in all respects by, and construed in accordance with, the Laws of Italy, without regard to the principles of conflicts of Laws that might otherwise be applicable.

3.2.2 All disputes arising under and in connection with this Assignment or the breach, termination or validity thereof shall be finally settled as follows: in the event that any dispute or any part thereof arising out of or in connection with this Agreement is not satisfactorily resolved by amicable negotiation between the Parties within twenty (20) business days of a Notice (as defined below) of claim sent by either Party, all such disputes or any unresolved part thereof shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") as in effect as of the date of commencement of the arbitration proceedings (which, in any event, shall take place within three (3) months from receipt of a Notice of claim) by three arbitrators appointed in accordance with such Rules of Arbitration, as modified by this Article. The arbitration proceedings shall take place in Milano, Italy and shall be conducted in the English language. The arbitral tribunal shall be obliged to render a final award on the merits no longer than eighteen (18) months following the constitution of the arbitral tribunal. The arbitral award shall be binding upon the Parties and judgment upon any award rendered may be entered in any court having jurisdiction. However, any Party may bring an action or proceeding in any court of competent jurisdiction seeking specific performance or other equitable relief (or its equivalent) or to preserve the status quo until any arbitration is concluded. Except in a proceeding to enforce the results of the arbitration or as otherwise required by Law, no Party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written agreement of both Parties. The arbitrators may award the prevailing party such reasonable attorneys' fees, costs and necessary disbursements in addition to any other Losses to which such arbitrators determine such party may be entitled.

3.3 Captions. The captions appearing in this Assignment are inserted only as a matter of convenience and as a reference and in no way define, limit or describe the scope or intent of such agreements or any of the provisions thereof.



3.4 Notices. Any notice or other communication provided for herein (the "Notice") or given hereunder to a Party must be in writing, and sent by [facsimile] transmission (with a confirmation copy by express courier within [one (1)] Business Day), registered letter with acknowledgement of receipt, delivered in person, or sent by a reputable express courier, addressed as follows:

If to Assignee:

Huvepharma Italia S.r.l.
Via Lepetit 142, 12075 Gressio (Cuneo)
Italy
Attention: Mr. Nicola de Risi
Email: Nicola.DeRisi@huvepharma.com
Facsimile: + 39 0174 878 361

If to Assignor:

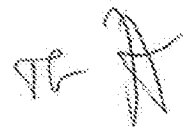
Sanofi
54, rue la Boetie
75008 Paris
France
Attention: General Counsel
Email: karen.linehan@sanofi.com
Facsimile: + 33 1 53 77 43 03

All such Notices shall be deemed given:

- (a) if delivered by facsimile transmission, upon electronic confirmation of receipt;
- (b) if delivered by registered letter with acknowledgement of receipt, upon return of the receipt of acknowledgement;
- (c) if delivered in person, upon actual receipt by the Person to receive delivery; and
- (d) if sent by overnight courier, be deemed given two (2) Business Days following the day sent by express courier,

provided that any such Notice delivered after 5:00 p.m. (local time) in the place of receipt or on a day that is not a Business Day will not be deemed given or received until 9:00 a.m. (local time) on the next succeeding Business Day.


Any Party from time to time may change its address, facsimile number or other information for the purpose of Notices to that Party by giving Notice specifying such change to the others Parties.



Except as otherwise expressly provided in this Assignment, all Notices shall be in English or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

- 3.5 Severability. The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision of this Assignment, each of which shall remain in full force and effect and the invalidity and unenforceability of this Assignment shall not affect the validity or enforceability in any jurisdiction in which such determination had not been made except to the extent such invalidity or unenforceability causes such agreements to no longer contain all of the material provisions reasonably expected by the Parties to be contained. The Parties, however, agree to substitute any invalid or unenforceable provision by a valid and enforceable provision which maintains, to the fullest extent possible, the respective interests of the Parties as established by the present terms and conditions of the Assignment.
- 3.6 Schedules; Incorporation by Reference. The Schedule attached to this Assignment when executed and/or delivered, is incorporated by reference into and made a part of this Assignment.
- 3.7 Counterparts. This Assignment may be executed in any number of counterparts each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective Authorised Persons on the day and year first above written.

Sanofi

By: 

Name: Thierry Garot

Title: Duly authorized

Huvepharma Italia S.r.l.

By: 

Name: Nicola de Risi

Title: Director

SCHEDULE 1.1
TRANSFERRED PATENTS

- (i) 'Photochemical Process' patent family as strictly listed below:
- a. European Patent application No. 9305805.5 (priority) filed September 1 2009
 - b. US Patent application No. 12/873,925 filed September 1, 2010, now US patent No. 8,507,697B2
 - c. PCT application No PCT/EP2010/062811 September 1, 2010, published under No WO2011/026865A1
 - d. And any divisions, continuations, continuations-in parts, re-issues, and worldwide extension of the PCT application specified under letter (i) c. above.
- (ii) 'Diimide Way' patent family as strictly listed below:
- a. US Provisional Patent Application No. 61/241,744 (priority) filed September 11, 2009
 - b. US Patent application No. 12/879,241 September 1, 2010, now US patent No 8,334,392B2
 - c. PCT application No PCT/IB2010/002566 published under No WO2011030223
 - d. And any divisions, continuations, continuations-in parts, re-issues, and worldwide extension of the PCT application specified under letter (ii) c. above.

