# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4008924

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
ELAINE O'HARA	03/25/2015
MARCELO DE FREITAS SANTORO	03/25/2015

## **RECEIVING PARTY DATA**

Name:	OTSUKA AMERICA PHARMACEUTICAL, INC.
Street Address:	2440 RESEARCH BLVD.
City:	ROCKVILLE
State/Country:	MARYLAND
Postal Code:	20850

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	15219866
PCT Number:	US1513491

## CORRESPONDENCE DATA

Fax Number: (202)842-7899

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.

703-456-8000 Phone: Email: vtevalt@cooley.com

**COOLEY LLP Correspondent Name:** 

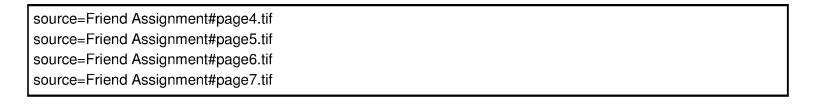
Address Line 1: 1299 PENNSYLVANIA AVENUE Address Line 2: SUITE 700, ATTN: PATENT GROUP Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER: OTSU-005/01US 310697-2117 NAME OF SUBMITTER: DAVID W. HOPKINS SIGNATURE: /David W. Hopkins/ **DATE SIGNED:** 08/16/2016

#### **Total Attachments: 7**

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> **PATENT REEL: 039455 FRAME: 0633** 503962269



PATENT REEL: 039455 FRAME: 0634

#### ASSIGNMENT

Keith FRIEND residing at 4 Forest View Drive, Gladstone, NJ 07934; Elaine O'HARA residing at 333 North Warren Avenue, Malvern, PA 19355; and Marcelo De Freitas SANTORO residing at 18 Prospect Hill Boulevard, Chester Springs, PA 19425 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in applications for patent, including a:

(1)	Patent Cooperation Treaty (PCT) patent application
	(a) bearing Application No. <u>PCT/US15/13491</u> , and filed or
	January 29, 2015; and
(2)	☐ Japanese patent application
	(a)  to be filed herewith; or
	(b) Examing Application No. 2015-019226, and filed or
	February 3, 2015

both entitled DEVICE-BASED RISK MANAGEMENT OF A THERAPEUTIC.

WHEREAS, OTSUKA AMERICA PHARMACEUTICAL, INC., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 2440 Research Blvd, Rockville, MD 20850 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the applications for patent identified in paragraphs (1) and (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to and/or the benefit of at least one of these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified in paragraphs (1) and (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague

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Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified in paragraphs (1) or (2) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference and derivation proceedings, and any post grant proceedings (e.g., opposition proceedings, post grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

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The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraphs (1) and (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

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Date:	By:
	Keith FRIEND
State of	
County of	
Notary Public, personally appeared who proved to me on the basis of satiname(s) is/are subscribed to the with he/she/they executed the same in his/h	isfactory evidence, to be the person(s) whose in instrument and acknowledged to me that ner/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of instrument.
WITNESS my hand and official scal.	
Signature of Notary Public	Place Notary Seal Above
My Commission Expires:	

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Date: 3/25/20)5  By: Elame O'HARA	
State of New Jersey ) ss.	
On 3/25/15, before me, hard who proved to me on the basis of satisfactory evidence, to be the name(s) is/are subscribed to the within instrument and acknowled he/she/they executed the same in his/her/their authorized capacity(is/his/her/their signature(s) on the instrument the person(s), or the entity which the person(s) acted, executed the instrument.	person(s) whose ged to me that es), and that by
	A S A S
WITNESS my hand and official seal.  Signature of Notary Public KASHAF S KHAN Place Notar	ry Seal Above
Commission * 2422679 Notary Public, State of New Jersey My Commission Expires  My Commission Expires  July 11, 2017	• ,

Attorney Docket No.: OTSU-005/01WO 310697-2104 Date: 03 - 15 - 15State of New Jerse County of Michieser 3/25/15 before me, Notary Public, personally appeared Marcelo De Freitas Santoro who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. Signature of Notary Public Place Notary Seal Above KASHAF S KHAN
Commission # 2422679
Notary Public, State of New Jersey
My Commission Expires
July 11, 2017

My Commission Expires:

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Date: Rugust 6 805	By:	Albertankeleisel		
( · V )	Name:	Steven J. Weise)		
	Title:	VP and General Counsel		
	Company:	Otsuka America Pharmaceutical, Inc.		
On <u>lease 6, 2015</u> , before me, <u>Shanna Hodge</u> , personally appeared <u>Steven J. Weisel</u> , who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
WITNESS my hand.  Shanne Hay e				
Signature of Witness				

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**RECORDED: 08/16/2016** 

PATENT REEL: 039455 FRAME: 0641