# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
BIOFOCUS DPI LIMITED	09/05/2016

## **RECEIVING PARTY DATA**

Name:	GALAPAGOS NV	
Street Address:	GENERAAL DE WITTELAN L11/A3	
City:	MECHELEN	
State/Country:	BELGIUM	
Postal Code:	2800	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15205512

## **CORRESPONDENCE DATA**

**Fax Number:** (312)715-5155

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.

**Email:** courtney.brady@quarles.com

Correspondent Name: COURTNEY BRADY
Address Line 1: QUARLES & BRADY LLP

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Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	154651.00142	
NAME OF SUBMITTER:	COURTNEY BRADY	
SIGNATURE:	/Courtney Brady/	
DATE SIGNED:	09/08/2016	

## **Total Attachments: 4**

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PATENT 503996991 REEL: 039678 FRAME: 0742

## ASSIGNMENT AGREEMENT

AGREEMENT effective 8 July 2016 by and between:

Karine Fabienne MALAGU, a citizen of France, residing at c/o BioFocus DPI Limited, with registered office at Charles River, Manston Road, Margate, Kent, CT9 4LT and with a principal place of business at Chesterford Research Park, Saffron Walden, Essex, CB10 1XL, United Kingdom; and

William Rameshchandra Krishna ESMIEU, a citizen of France, residing at c/o BioFocus DPI Limited, with registered office at Charles River, Manston Road, Margate, Kent, CT9 4LT and with a principal place of business at Chesterford Research Park, Saffron Walden, Essex, CB10 1XL, United Kingdom;

the foregoing parties alternatively and collectively denominated herein as the INVENTORS; and

BioFocus DPI Limited incorporated and registered in England and Wales with company number 04622227 whose registered office is at Charles River, Manston Road, Margate, Kent, CT9 4LT and with a principal place of business at Chesterford Research Park, Saffron Walden, Essex, CB10 IXL, United Kingdom (hereinafter called "Biofocus"); and:

Galapagos NV, a company organized under the laws of Belgium, with registered office at Generaal De WittelaanL11/A3, 2800 Mechelen, Belgium (hereinafter called "ASSIGNEE");

#### WITNESSETH:

WHEREAS, the INVENTORS have invented certain new and useful improvements in

## "SUBSTITUTED TRICYCLICS AND METHOD OF USE"

(hereinafter called "The Invention"), for which Provisional Applications for Letters Patents in the United States were filed on 16 July 2015 and 25 February 2016 and were accorded respectively U.S. Serial Nos. US62/193,391 and US62/299,633 ("the US Provisional Applications"); and

WHEREAS, all of the INVENTORS' right, title and interest in the US Provisional Applications has been assigned to Galapagos NV by assignments recorded at the USPTO on 9 November 2015 under Reel 036994/Frame 0024 and under Reel 036994/Frame 0424 and on 8 April 2016 under Reel 038232/Frame 0570; and

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WHEREAS, the INVENTORS filed an Application for Letters Patent in the United States on 8 July 2016, and which was accorded U.S. Serial No. US15/205,512 ("the US Non-Provisional Application"); and

WHEREAS, the INVENTORS were employed at the time of making the Invention by BioFocus and whereas bearing in mind that the Invention was made in the course of employment of the Inventors as researchers, all rights in and to the Invention have been assigned to BioFocus by virtue of a specific assignment clause in each of the Inventors' contracts of employment with BioFocus; and

WHEREAS the INVENTORS desire by this document, to confirm the ownership of the entire right, title and interest in and to the Invention and the US Non-Provisional Application by BioFocus;

WHEREAS BioFocus desires by this document to confirm the ownership of the entire right, title and interest in and to the Invention and the US Non-Provisional Application by ASSIGNEE;

WHEREAS, ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the Invention and the US Non-Provisional Application.

NOW, THEREFORE, for other good and valuable consideration, the receipt of which is hereby acknowledged,

(i) the said

## Karine Fabienne MALAGU and William Rameshchandra Krishna ESMIEU

confirm that we have sold, assigned, transferred and set over, and to the extent not already done so, by these presents do hereby sell, assign, transfer and set over, to the said

## BioFocus,

its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said Invention, and the said US Non-Provisional Application and all divisions, renewals, and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said Invention in any country or countries foreign to the United States, including the right to claim priority under the terms of any appropriate International Convention based upon said application for Letters Patent of the United States, and all Letters Patent which may be granted from said Invention in any country or countries foreign to the United States and extensions, renewals and reissues thereof, and including the right to sue for past infringement; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents on applications as aforesaid, to issue all Letters Patent for said Invention to the said

BioFocus,

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it successors, legal representatives and assigns, in accordance with the terms of this assignment agreement;

(ii) the said

#### BioFocus,

confirms that it has sold, assigned, transferred and set over, and to the extent not already done so by these presents hereby sells, assign, transfers and sets over, to the said

#### ASSIGNEE,

its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said Invention, and the said US Non-Provisional Application and all divisions, renewals, and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said Invention in any country or countries foreign to the United States, including the right to claim priority under the terms of any appropriate International Convention based upon said application for Letters Patent of the United States, and all Letters Patent which may be granted from said Invention in any country or countries foreign to the United States and extensions, renewals and reissues thereof, and including the right to sue for past infringement; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents on applications as aforesaid, to issue all Letters Patent for said Invention to the said

# ASSIGNEE,

its successors, legal representatives and assigns, in accordance with the terms of this assignment agreement.

AND THE INVENTORS and BioFocus HEREBY further covenant and agree that we will, upon reasonable request of said

ASSIGNEE,

communicate to the said

## ASSIGNEE,

its successors, legal representatives and assigns, any fact known to us respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything reasonable to aid the said

ASSIGNEE,

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its successors, legal representatives and assigns, to obtain and enforce proper protection under patent laws for said Invention in the United States, all at the cost and expense of the said

#### ASSIGNEE.

IN TESTIMONY WHEREOF, the said Karine Fabienne MALAGU, William Rameshchandra Krishna ESMIEU, BioFocus DPI Limited and Galapagos NV have executed this assignment agreement on the date opposite each signature.

This assignment agreement may be executed in counterparts.

Date 25th Aug. 2016

Karine Fabienne MALAGU

Date 25th Avg. 20th

William Rameshchandra Krishna ESMIEU

Date 5 Sept 2016

**BioFocus DPI Limited** 

By: Dr Kate Hilyard

Title: Corporate VP, Discovery

Date 2 Sept 2016

Galapagos NV

By: Piet Wigerinck

Title: Chief Scientific Officer