

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4042060

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the RECEIVING PARTY DATA previously recorded on Reel 039323 Frame 0811. Assignor(s) hereby confirms the PREVIOUSLY SUBMITTED A TYPOGRAPHICAL ERROR.

CONVEYING PARTY DATA

Name	Execution Date
BRISTOL-MYERS SQUIBB COMPANY	02/22/2016

RECEIVING PARTY DATA

Name:	VIIV HEALTHCARE UK (NO. 4) LIMITED
Street Address:	980 GREAT WEST ROAD
City:	BRENTFORD, MIDDLESEX
State/Country:	UNITED KINGDOM
Postal Code:	TW89GS

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	12767222
Application Number:	13429838
Application Number:	13861804
Application Number:	14249638
Application Number:	14704183
Application Number:	14800315
Application Number:	11066745
Application Number:	60553320
Application Number:	60635231

CORRESPONDENCE DATA

Fax Number: (610)270-5090

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: 6102706812

Email: us_cipkop@gsk.com

Correspondent Name: GLAXOSMITHKLINE

Address Line 1: 709 SWEDELAND ROAD

Address Line 2: UW2220

Address Line 4: KING OF PRUSSIA, PENNSYLVANIA 19406

ATTORNEY DOCKET NUMBER:	BMS10201
NAME OF SUBMITTER:	CARLY MORROW
SIGNATURE:	/Carly Morrow/
DATE SIGNED:	09/08/2016

Total Attachments: 10

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3959628

039323 / 0811

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT
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CONVEYING PARTY DATA

Name	Execution Date
BRISTOL-MYERS SQUIBB COMPANY	02/22/2016

RECEIVING PARTY DATA

Name:	VIIV HEALTHCARE (NO. 4) LIMITED
Street Address:	980 GREAT WEST ROAD
City:	BRENTFORD, MIDDLESEX
State/Country:	UNITED KINGDOM
Postal Code:	TW89GS

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	12767222
Application Number:	13429838
Application Number:	13861804
Application Number:	14249638
Application Number:	14704183
Application Number:	14800315
Application Number:	11066745
Application Number:	60553320
Application Number:	60635231

CORRESPONDENCE DATA

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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: 6102706812
Email: us_cipkop@gsk.com
Correspondent Name: GLAXOSMITHKLINE
Address Line 1: 709 SWEDELAND ROAD
Address Line 2: UW2220
Address Line 4: KING OF PRUSSIA, PENNSYLVANIA 19406

ATTORNEY DOCKET NUMBER:	BMS10201
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NAME OF SUBMITTER:	CARLY MORROW
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Viiv Healthcare UK (No.4) Limited
980 Great West Road
Brentford
Middlesex
TW8 9GS

Bristol-Myers Squibb Company
345 Park Avenue
New York, New York 10154-0037

Dear Sirs

Development Patent Assignment Agreement, etc.: correction of typographical errors

We refer to the Development Asset Purchase Agreement dated December 18, 2015 between Bristol-Myers Squibb Company ("BMS") and Viiv Healthcare UK Limited ("VHUK") (the "Development APA").

In accordance with the Development APA, VHUK nominated Viiv Healthcare UK (No.4) Limited ("VHUK4") as a Buying Affiliate (as defined in the Development APA). Pursuant to that nomination, VHUK4 entered into certain Other Transaction Documents (as defined in the Development APA), including:

- o the Development Patent Assignment Agreement dated February 22, 2016 (the "Assignment Agreement") (as Assignee);
- o the Development Intellectual Property License Agreement dated February 22, 2016 (the "License Agreement") (as Buyer); and
- o the Development Services Agreement dated February 22, 2016 (the "Services Agreement") (as Buyer).

Due to a typographical error, VHUK4 was incorrectly named in these Other Transaction Documents as "Viiv Healthcare (No.4) Limited". The same typographical error applies to references to VHUK4 made in other documents entered into in connection with the transactions contemplated by the Development APA (including documents to which VHUK4 is not a party).

The purpose of this letter is to confirm that all references to "Viiv Healthcare (No.4) Limited" in Other Transaction Documents (including in particular the Assignment Agreement, the License Agreement and the Services Agreement), or any other document entered into in connection with the transactions contemplated by the Development APA, are, and should be read as, references to Viiv Healthcare UK (No.4) Limited.

Yours faithfully

Acknowledged and agreed

for and on behalf of
Viiv Healthcare UK (No.4) Limited

for and on behalf of
Bristol-Myers Squibb Company

Registered in England and Wales
No. 09921735
Registered Office
980 Great West Road
Brentford Middlesex TW8 9GS

www.viivhealthcare.com

DEVELOPMENT PATENT ASSIGNMENT AGREEMENT

This DEVELOPMENT PATENT ASSIGNMENT AGREEMENT (this "Agreement") is made as of February 22, 2016, by BRISTOL-MYERS SQUIBB COMPANY, a Delaware corporation ("Assignor") in favor of VIIV HEALTHCARE (NO. 4) LIMITED, a limited liability company registered in England and Wales ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Development Asset Purchase Agreement, effective as of December 18, 2015, by and between Assignor and Assignee (the "Purchase Agreement");

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, assign, transfer, convey, and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor, certain intellectual property as defined therein; and

WHEREAS, Assignor is the owner and/or applicant for registration of certain Patents specifically identified in Schedule A attached hereto (the "Assigned Patents");

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under all Assigned Patents, including, without limitation, any reissues, divisions/divisionals, continuations, continuations-in-part, extensions, provisional or supplemental protection certificates, renewals and reexaminations thereof, all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, including the right to claim priority from the Assigned Patents under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements to which the United States is a party and which afford similar priority-claiming privileges, throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with the right to collect royalties, products and proceeds in connection with any of the foregoing and the right to sue for any past, present or future infringement, misappropriation or other violation thereof and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Assigned Patents.

2. Recordation. Assignor hereby consents to and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all patents or certificates of

invention which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein. Assignee shall have the right to file patent applications included in the Assigned Patents in any country.

3. Further Acts. Assignor will assist Assignee (at Assignee's sole cost and expense) in connection with any such recording, and shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things necessary or useful for the procurement, maintenance, enforcement and defense of any Assigned Patent, or for any proceeding, including interference, opposition proceedings, post-issuance patent challenges and other proceedings under the U S. Leahy-Smith America Invents Act, in each case in connection with any Assigned Patent in any country, including the filing of such assignments, agreements, documents and instruments, but, in each case, only if and to the extent Assignee may reasonably request in order to fulfill the purposes and intent of this Agreement. Assignor shall promptly forward to Assignee any correspondence or other communication from any patent office or any counsel employed by Assignor in connection with any of the Assigned Patents.

4. Conflicts. In the event of any conflict, ambiguity or inconsistency between the terms set out in this Agreement and the Purchase Agreement (including, without limitation, any schedule hereto or thereto), the terms of the Purchase Agreement shall govern and control, including with regard to any representations, warranties, covenants, or indemnities included in the Purchase Agreement

5. Successors. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement.

7. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement, including Schedule A hereto, will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of New York

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by its authorized representative as of the day and year first above written.

ASSIGNOR:

BRISTOL-MYERS SQUIBB COMPANY

By: 

Name: Paul R. Biondi

Title: Senior Vice President, Business
Development

[Signature Page to Development Patent Assignment Agreement]

PATENT
REEL: 039944 FRAME: 0588

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by its authorized representative as of the day and year first above written.


ASSIGNOR:

BRISTOL-MYERS SQUIBB COMPANY

By: _____
Name:
Title:

ASSIGNEE:

VIIV HEALTHCARE (NO. 4) LIMITED

By: 
Name:
Title: Jerome Andries
CFO, Viiv Healthcare

10.4

Schedule A

Assigned Patents

1. HIV Attachment - BMS-663068

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: PRODRUGS OF PIPERAZINE AND SUBSTITUTED PIPERIDINE ANTIVIRAL AGENTS						
10201-AR-NP	Argentina	P050100996	15 Mar 2005	048039	31 Oct 2011	Grant
10201-AT-EPT	Austria	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-AU-PCT	Australia	2005223736	03 Mar 2005	2005223736	29 Sep 2011	Grant
10201-BE-EPT	Belgium	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-BG-EPT	Bulgaria	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-BR-PCT	Brazil	PI0508876 3	03 Mar 2005			Publication
10201-CA-PCT	Canada	2560253	03 Mar 2005	2560253	15 Jan 2013	Grant
10201-CH-EPT	Switzerland	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-CL-NP	Chile	0565/05	15 Mar 2005	46413	12 Apr 2010	Grant
10201-CN-PCD	China	201010166950 3	13 Apr 2010	201010166950 3	25 Apr 2012	Grant
10201-CN-PCT	China	200580015263 9	03 Mar 2005	200580015263 9	09 Jun 2010	Grant
10201-CO-PCT	Colombia	06092985	03 Mar 2005	1424	29 Apr 2011	Grant
10201-CY-EPT	Cyprus (Republic)	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-CZ-EPT	Czech Republic	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-DE-EPT	Germany	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-DK-EPT	Denmark	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-EE-EPT	Estonia	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-EP-EPT	European Procedure (Patents)	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-ES-EPT	Spain	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-FI-EPT	Finland	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-FR-EPT	France	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-GB-	United	05724510 2	03 Mar	1725569	23 Jan 2008	Grant

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
EPT	Kingdom		2005			
10201-GE-PCT	Georgia	9660	03 Mar 2005	4736	27 Jul 2009	Grant
10201-GR-EPT	Greece	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-HK-FPD	Hong Kong	11102611 2	15 Mar 2011	1148533	01 Feb 2013	Grant
10201-HK-FPR	Hong Kong	07104164 5	20 Apr 2007	1096687	09 May 2008	Grant
10201-HR-EPT	Croatia	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-HU-EPT	Hungary	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-ID-PCT	Indonesia	W00200602569	03 Mar 2005	048 2079A	11 Feb 2015	Grant
10201-IE-EPT	Ireland	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-IL-PCD	Israel	211961	27 Mar 2011	211961	30 Nov 2013	Grant
10201-IL-PCT	Israel	177945	03 Mar 2005	177945	29 Jul 2011	Grant
10201-IN-PCT	India	05355/DELNP/2006	03 Mar 2005	254948	07 Jan 2013	Grant
10201-IS-EPT	Iceland	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-IT-EPT	Italy	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-JP-PCT	Japan	2007-503935	03 Mar 2005	4734318	28 Apr 2011	Grant
10201-KR-PCT	South Korea / Republic of Korea	10-2006-7021381	03 Mar 2005	10-1153594	30 May 2012	Grant
10201-LT-EPT	Lithuania	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-LU-EPT	Luxembourg	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-LV-EPT	Latvia	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-MC-EPT	Monaco	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-MK-EPT	Macedonia (F Y R)	05724510 2	03 Mar 2005	902837	23 Jan 2008	Grant
10201-MT-NP	Malta	2675	15 Mar 2005	2675	31 Oct 2005	Grant
10201-MX-PCT	Mexico	PA/A/06/010412	03 Mar 2005	264815	02 Mar 2009	Grant
10201-MY-NP	Malaysia	PI20051051	12 Mar 2005	MY139243-A	30 Sep 2009	Grant
10201-NL-EPT	Netherlands	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-NO-PCT	Norway	20064062	03 Mar 2005			Pending
10201-NZ-	New Zealand	585294	10 May	585294	09 Jan 2012	Grant

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
PCD			2010			
10201-NZ-PCT	New Zealand	549867	03 Mar 2005	549867	06 Nov 2010	Grant
10201-PE-NP	Peru	000289/2005-OIN	15 Mar 2005	4482	13 Dec 2006	Grant
10201-PH-PCT	Philippines	1-2006-501801	03 Mar 2005	1-2006-501801	15 Jun 2010	Grant
10201-PK-DIV	Pakistan	0643/14	16 Sep 2014			Filing
10201-PK-NP	Pakistan	0199/05	10 Mar 2005			Filing
10201-PL-EPT	Poland	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-PT-EPT	Portugal	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-RO-EPT	Romania	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-RS-EPT	Serbia (ex-Serbia & Montenegro)	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-RU-PCT	Russian Federation	2006136390	03 Mar 2005	2374256	27 Nov 2009	Grant
10201-SE-EPT	Sweden	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-SG-PCT	Singapore	200606355 6	03 Mar 2005	125546	31 Dec 2008	Grant
10201-SI-EPT	Slovenia	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-SK-EPT	Slovakia	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-TH-NP	Thailand	098549	14 Mar 2005			Publication
10201-TR-EPT	Turkey	05724510 2	03 Mar 2005	1725569	23 Jan 2008	Grant
10201-TW-NP	Taiwan	94107202	09 Mar 2005	1344843	11 Jul 2011	Grant
10201-UA-PCT	Ukraine	200610853/A	03 Mar 2005	88297	12 Oct 2009	Grant
10201-US-CNT	United States Of America	12/767222	26 Apr 2010	8168615	01 May 2012	Grant
10201-US-CNT[2]	United States Of America	13/429838	26 Mar 2012	8461333	11 Jun 2013	Grant
10201-US-CNT[3]	United States Of America	13/861804	12 Apr 2013	8871771	28 Oct 2014	Grant
10201-US-CNT[4]	United States Of America	14/249638	10 Apr 2014			Abandoned
10201-US-CNT[5]	United States Of America	14/704183	05 May 2015			Publication
10201-US-CNT[6]	United States Of America	14/800315	15 Jul 2015			Pending
10201-US-NP	United States Of America	11/066745	25 Feb 2005	7745625	29 Jun 2010	Grant
10201-US-	United States	60/553320	15 Mar			Expiry date

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
PSP[1]	Of America		2004			
10201-US-PSP[2]	United States Of America	60/635231	10 Dec 2004			Expiry date
10201-VE-NP	Venezuela	VN05/000465	14 Mar 2005			Pending
10201-VN-PCT	Vietnam	1-2006-01690	03 Mar 2005	8182	12 Jan 2010	Grant
10201-WO-PCT	International Procedure	PCT/US2005/006980	03 Mar 2005			PCT CONVERTED
10201-ZA-PCT	South Africa	2006/7466	03 Mar 2005	2006/7466	26 Aug 2009	Grant

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: METHODS OF TREATING HIV INFECTION						
10252-AR-NP	Argentina	P050101159	23 Mar 2005			Pending
10252-AT-EPT	Austria	05723932 9	01 Mar 2005	1732604	21 Jul 2010	Grant
10252-AU-PCT	Australia	2005235116	01 Mar 2005	2005235116	14 Jul 2011	Grant
10252-BE-EPT	Belgium	05723932 9	01 Mar 2005	1732604	21 Jul 2010	Grant
10252-BG-EPT	Bulgaria	05723932 9	01 Mar 2005	1732604	21 Jul 2010	Grant
10252-BR-PCT	Brazil	PI0509140 3	01 Mar 2005			Publication
10252-CA-PCT	Canada	2561146	01 Mar 2005	2561146	24 Dec 2013	Grant
10252-CH-EPT	Switzerland	05723932 9	01 Mar 2005	1732604	21 Jul 2010	Grant
10252-CL-NP	Chile	0648/05	23 Mar 2005			Filing
10252-CN-PCT	China	200580016066 9	01 Mar 2005	200580016066 9	15 Dec 2010	Grant
10252-CO-PCD[2]	Colombia	0695880	22 Nov 2011	1427	30 Dec 2011	Grant
10252-CO-PCT	Colombia	06095 880	01 Mar 2005	1491	30 Dec 2011	Grant
10252-CY-EPT	Cyprus (Republic)	05723932 9	01 Mar 2005	1732604	21 Jul 2010	Grant
10252-CZ-EPT	Czech Republic	05723932 9	01 Mar 2005	1732604	21 Jul 2010	Grant
10252-DE-EPT	Germany	05723932 9	01 Mar 2005	602005022420 3	21 Jul 2010	Grant
10252-DK-EPT	Denmark	05723932 9	01 Mar 2005	1732604	21 Jul 2010	Grant
10252-EE-EPT	Estonia	05723932 9	01 Mar 2005	1732604	21 Jul 2010	Grant
10252-EP-EPT	European Procedure (Patents)	05723932 9	01 Mar 2005	1732604	21 Jul 2010	Grant