

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4042101

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the RECEIVING PARTY DATA previously recorded on Reel 039324 Frame 0600. Assignor(s) hereby confirms the PREVIOUSLY SUBMITTED 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: 4	
Property Type	Number
Application Number:	13359727
Application Number:	14339572
Application Number:	15015741
Application Number:	61437893
CORRESPONDENCE DATA	
Fax Number:	(610)270-5090
<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>	
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:	BMS11696
NAME OF SUBMITTER:	CARLY MORROW
SIGNATURE:	/Carly Morrow/
DATE SIGNED:	09/08/2016
Total Attachments: 9	

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3959807

039324/0600

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
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: 4		
Property Type	Number	
Application Number:	13359727	
Application Number:	14339572	
Application Number:	15015741	
Application Number:	61437893	
CORRESPONDENCE DATA		
Fax Number:	(610)270-5090	
<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>		
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:	BMS11696	
NAME OF SUBMITTER:	CARLY MORROW	
SIGNATURE:	/Carly Morrow/	
DATE SIGNED:	07/13/2016	
Total Attachments: 34		
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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: 039945 FRAME: 0111

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

2. HIV Maturation - BMS-986173

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: TRITERPENOIDS WITH HIV MATURATION INHIBITORY ACTIVITY (BMS '173)						
12295-AR-NP	Argentina	P150101078	09 Apr 2015			Pending
12295-EP-EPT	European Procedure (Patents)	PCT/US2015/025029	09 Apr 2015			Pending
12295-GC-NP	Gulf Cooperation Council	GCC/P/2015/29210	09 Apr 2015			Pending
12295-TW-NP	Taiwan	104111466	09 Apr 2015			Pending
12295-US-NP	United States Of America	14/682179	09 Apr 2015			Pending
12295-US-PSP	United States Of America	61/978306	11 Apr 2014			Expiry date
12295-UY-NP	Uruguay	36070	09 Apr 2015			Pending
12295-VE-NP	Venezuela					Pending
12295-WO-PCT	International Procedure	PCT/US2015/025029	09 Apr 2015			Pending

3. HIV Maturation – BMS-955176

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: C-17 AND C-3 MODIFIED TRITERPENOIDS WITH HIV MATURATION INHIBITORY ACTIVITY (BMS'176)						
11696-AR-NP	Argentina	P120100314	31 Jan 2012			Publication
11696-AU-PCT	Australia	2012212509	27 Jan 2012			Pending
11696-BR-PCT	Brazil	1120130194197	27 Jan 2012			Pending
11696-CA-PCT	Canada	2826113	27 Jan 2012			Pending
11696-CL-PCT	Chile	2185/13	27 Jan 2012			Publication
11696-CN-PCT	China	201280014966 X	27 Jan 2012			Publication
11696-CO-PCT	Colombia	13203030	27 Jan 2012	1275	27 Feb 2015	Grant
11696-DZ-PCT	Algeria	130529	27 Jan 2012			Pending
11696-EA-EAT	Eurasian Procedure	201391127	27 Jan 2012			ALLOWANCE
11696-EG-PCT	Egypt	1240/2013	27 Jan 2012			Pending
11696-EP-	European	12702947 8	27 Jan			Publication

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
EPT	Procedure (Patents)		2012			
11696-GC-NP	Gulf Cooperation Council	20421	31 Jan 2012			Pending
11696-HK-FPR	Hong Kong	14103549 4	14 Apr 2014			Publication
11696-ID-PCT	Indonesia	W00201303582	27 Jan 2012			Pending
11696-IL-PCT	Israel	227678	27 Jan 2012			Pending
11696-IN-PCT	India	6199/CHENP/13	27 Jan 2012			Pending
11696-JP-PCT	Japan	2013-551362	27 Jan 2012			Publication
11696-KR-PCT	South Korea / Republic of Korea	2013-7023070	27 Jan 2012			Pending
11696-MA-PCT	Morocco	PV/36183	27 Jan 2012	34909	01 Feb 2014	Grant
11696-MX-PCT	Mexico	MX/a/2013/008536	27 Jan 2012	326078	08 Dec 2014	Grant
11696-MY-PCT	Malaysia	PI2013701325	27 Jan 2012			Pending
11696-NZ-PCT	New Zealand	614871	27 Jan 2012	614871	30 Sep 2014	Grant
11696-PE-PCT	Peru	1719/2013	27 Jan 2012			Pending
11696-PH-PCT	Philippines	1-2013-501528	27 Jan 2012			Pending
11696-SG-PCT	Singapore	201305685 8	27 Jan 2012	192144	07 May 2015	Grant
11696-TH-PCT	Thailand	1301004203	27 Jan 2012			Pending
11696-TN-PCT	Tunisia	TN2013/0321	27 Jan 2012			Publication
11696-TW-NP	Taiwan	101103140	31 Jan 2012			Publication
11696-US-CNT	United States Of America	14/339572	24 Jul 2014			Publication
11696-US-NP	United States Of America	13/359727	27 Jan 2012	8846647	30 Sep 2014	Grant
11696-US-PSP	United States Of America	61/437893	31 Jan 2011			Expiry date
11696-UY-NP	Uruguay	33886	31 Jan 2012			Pending
11696-VE-NP	Venezuela	2012/97	31 Jan 2012			Pending
11696-VN-PCT	Vietnam	1-2013-02380	27 Jan 2012			Pending
11696-WO-PCT	International Procedure	PCT/US2012/022852	27 Jan 2012			PCT CONVERTED
11696-ZA-	South Africa	2013/06546	27 Jan	2013/06546	20 May 2015	Grant

Exhibit A

Assigned Patents

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: CRYSTALLINE FORMS OF MODIFIED TRITERPENOID HYDROCHLORIDE SALTS WITH HIV MATURATION INHIBITOR ACTIVITY						
12572-EP-EPT	European Procedure (Patents)					Designated
12572-WO-PCT	International Procedure	PCT/US2016/027535	14 Apr 2016			Filing

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: METHODS OF PRODUCING AN HIV MATURATION INHIBITOR						
12236-WO-PCT	International Procedure	PCT/US2016/027504	14 Apr 2016			Filing

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: SUBSTITUTED AZAINDOLEOXOACETIC PIPERAZINE DERIVATIVES						
GY0085B-US-CNT[15]	United States Of America	14/878270	08 Oct 2015			Abandon decision
GY0085B-US-CNT[17]	United States Of America	15/071329	16 Mar 2016			Filing

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: PRODRUGS OF SUBSTITUTED AZAINDOLEOXOACETIC PIPERAZINE DERIVATIVES						
GY0085B-US-CNT[16]	United States Of America	15/015712	04 Feb 2016			Publication of application

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: METHODS FOR THE PREPARATION OF HIV ATTACHMENT INHIBITOR PIPERAZINE PRODRUG COMPOUND						
11742-US-CNT[2]	United States of America	14/986816	04 Jan 2016			Publication of application

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: COMPOSITIONS HAVING C-17 AND C-3 MODIFIED TRITERPENOID WITH HIV MATURATION INHIBITORY ACTIVITY						
11696-US-CNT[2]	United States Of America	15/015741	04 Feb 2016			Publication of application