

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4046554

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the RECEIVING PARTY DATA previously recorded on Reel 039374 Frame 0329. 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. 5) LIMITED
Street Address:	980 GREAT WEST ROAD
City:	BRENTFORD, MIDDLESEX
State/Country:	UNITED KINGDOM
Postal Code:	TW89GS
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11301046
Application Number:	60640185
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:	BMS10365
NAME OF SUBMITTER:	CARLY MORROW
SIGNATURE:	/Carly Morrow/
DATE SIGNED:	09/12/2016
Total Attachments: 8	
source=BMS10365 US Viiv 5 Assignment#page1.tif	
source=BMS10365 US Viiv 5 Assignment#page2.tif	

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3965226

039374/0329

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. 5) LIMITED
Street Address:	980 GREAT WEST ROAD
City:	BRENTFORD, MIDDLESEX
State/Country:	UNITED KINGDOM
Postal Code:	TW89GS
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11301046
Application Number:	60640185
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:	BMS10365
NAME OF SUBMITTER:	CARLY MORROW
SIGNATURE:	/Carly Morrow/
DATE SIGNED:	07/18/2016
Total Attachments: 54	
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source=Viiv 5 assignment#page4.tif	



Viiv Healthcare UK (No.5) Limited
980 Great West Road
Brentford
Middlesex
TW8 9GS

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

Dear Sirs

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

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

In accordance with the Discovery APA, VHUK nominated Viiv Healthcare UK (No.5) Limited ("VHUK5") as a Buying Affiliate (as defined in the Discovery APA). Pursuant to that nomination, VHUK5 entered into certain Other Transaction Documents (as defined in the Discovery APA), including:

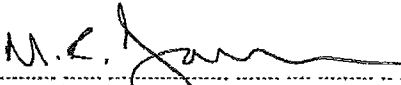
- o the Discovery Patent Assignment Agreement dated February 22, 2016 (the "Assignment Agreement") (as Assignee);
- o the Discovery Intellectual Property License Agreement dated February 22, 2016 (the "License Agreement") (as Buyer); and
- o the Research Services Agreement dated February 22, 2016 (the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

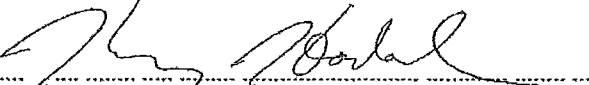
Due to a typographical error, VHUK5 was incorrectly named in these Other Transaction Documents as "Viiv Healthcare (No.5) Limited". The same typographical error applies to references to VHUK5 made in other documents entered into in connection with the transactions contemplated by the Discovery APA (including documents to which VHUK5 is not a party).

The purpose of this letter is to confirm that all references to "Viiv Healthcare (No.5) 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 Discovery APA, are, and should be read as, references to Viiv Healthcare UK (No.5) Limited.

Yours faithfully

Acknowledged and agreed


for and on behalf of
Viiv Healthcare UK (No.5) Limited


for and on behalf of
Bristol-Myers Squibb Company

www.viivhealthcare.com

Registered in England and Wales
No. 07967835
Registered Office
980 Great West Road
Brentford Middlesex TW8 9GS

PATENT
REEL: 039985 FRAME: 0068

DISCOVERY PATENT ASSIGNMENT AGREEMENT

This DISCOVERY 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. 5) LIMITED, a limited liability company registered in England and Wales ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Discovery 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.

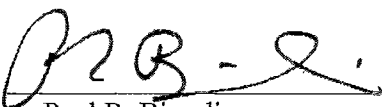
7. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement, including Schedule A hereto, will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision 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 Blondi
Title: Senior Vice President, Business
Development

[Signature Page to Discovery Patent Assignment Agreement]

PATENT
REEL: 039985 FRAME: 0071

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. 5) LIMITED

By: 
Name: _____
Title: *Jerome Andries*
CFO Viiv Healthcare

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
PE-NP			2001			
GY0083-PH-NP	Philippines	1-2001-00229	02 Feb 2001	1-2001-00229	18 Oct 2006	Abandoned
GY0083-PK-MBA	Pakistan	104/2001	07 Feb 2001			Abandoned
GY0083-PL-PCT	Poland	P-357434	19 Jan 2001			Abandoned
GY0083-PT-EPT	Portugal	01904970 9	19 Jan 2001	1257276	28 Dec 2005	Grant
GY0083-RO-EPT	Romantia	01904970 9	19 Jan 2001	1257276	28 Dec 2005	Not Filed
GY0083-RU-PCT	Russian Federation	2002/125494	19 Jan 2001	2259372	27 Aug 2005	Grant
GY0083-SE-EPT	Sweden	01904970 9	19 Jan 2001	1257276	28 Dec 2005	Grant
GY0083-SG-PCT	Singapore	200205021 9	19 Jan 2001	91164	31 Jan 2008	Grant
GY0083-SI-EPT	Slovenia	01904970.9	19 Jan 2001	1257276	28 Dec 2005	Not Filed
GY0083-TH-NP	Thailand	063668	20 Feb 2001			Publication of application
GY0083-TR-EPT	Turkey	01904970 9	19 Jan 2001	TR200600286T4	28 Dec 2005	Grant
GY0083-TR-PCT	Turkey	2002/01961	19 Jan 2001	TR200201961B	21 Oct 2003	Grant
GY0083-TW-NP	Tarwan	90102639	07 Feb 2001	NI-293629	21 Feb 2008	Grant
GY0083-US-NP	United States Of America	09/765189	18 Jan 2001			Abandoned
GY0083-US-PSP	United States Of America	60/184004	22 Feb 2000			Expiry date
GY0083-UY-NP	Uruguay	26 593	21 Feb 2001	14398	27 Dec 2012	Grant
GY0083-VE-NP	Venezuela	393/2001	21 Feb 2001			Publication of application
GY0083-WO-PCT	International Procedure	PCT/US2001/002009	19 Jan 2001			PCT CONVERTED
GY0083-ZA-PCT	South Africa	2002/6073	19 Jan 2001	2002/6073	28 Jan 2004	Grant

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: AMINIUM SALTS OF 1,2,3-TRIAZOLES AS PRODRUGS OF DRUGS INCLUDING ANTIVIRAL AGENTS						
10365-AR-NP	Argentina	P050105612	28 Dec 2005			Filing
10365-CL-NP	Chile	3467/05	29 Dec 2005			Abandoned
10365-EP-EPT	European Procedure (Patents)					Not Filed
10365-MT-	Malta	3218	29 Dec	3218	03 Jul 2006	Abandoned

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
NP			2005			
10365-MY-NP	Malaysia	PI20056235	28 Dec 2005			Abandoned
10365-PE-NP	Peru	000002/2006-OIN	03 Jan 2006			Abandoned
10365-PK-NP	Pakistan	1273/05	26 Dec 2005			Abandoned
10365-TH-NP	Thailand	107537	28 Dec 2005			Abandoned
10365-TW-NP	Taiwan	94145889	22 Dec 2005			Abandoned
10365-US-NP	United States Of America	11/301046	12 Dec 2005	7183284	27 Feb 2007	Grant
10365-US-PSP[1]	United States Of America	60/640185	29 Dec 2004			Expiry date
10365-VE-NP	Venezuela	VN05/002721	27 Dec 2005			Abandoned
10365-WO-PCT	International Procedure	PCT/US2005/045591	15 Dec 2005			Abandoned

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: DIAZAINDOLE-DICARBONYL-PIPERAZINYL ANTIVIRAL AGENTS						
10080-AR-NP	Argentina	P040104394	26 Nov 2004	046720	29 Dec 2011	Grant
10080-AT-EPT	Austria	04810538 1	04 Nov 2004	1751161	14 Jul 2010	Grant
10080-AU-PCT	Australia	2004295309	04 Nov 2004			Abandoned
10080-BE-EPT	Belgium	04810538 1	04 Nov 2004	1751161	14 Jul 2010	Grant
10080-BG-EPT	Bulgaria	04810538 1	04 Nov 2004	1751161	14 Jul 2010	Grant
10080-BR-PCT	Brazil	PI0417007 5	04 Nov 2004			Publication of application
10080-CA-PCT	Canada	2547347	04 Nov 2004	2547347	15 May 2012	Grant
10080-CH-EPT	Switzerland	04810538 1	04 Nov 2004	1751161	14 Jul 2010	Grant
10080-CL-NP	Chile	2004-3040	26 Nov 2004			Abandoned
10080-CL-OPP	Chile	2004-3040	26 Nov 2004			Abandoned
10080-CN-PCT	China	200480041015 7	04 Nov 2004			Abandoned
10080-CO-PCT	Colombia	06049957	04 Nov 2004			Abandoned
10080-CY-EPT	Cyprus (Republic)	04810538 1	04 Nov 2004	1751161	14 Jul 2010	Grant
10080-CZ-EPT	Czech Republic	04810538 1	04 Nov 2004	1751161	14 Jul 2010	Grant
10080-DE-	Germany	04810538 1	04 Nov	602004028173 5	14 Jul 2010	Grant