

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4046573

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the RECEIVING PARTY DATA previously recorded on Reel 039374 Frame 0596. 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: 4	
Property Type	Number
Application Number:	10425370
Application Number:	10762108
Application Number:	12015767
Application Number:	60383509
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:	BMS02731
NAME OF SUBMITTER:	CARLY MORROW
SIGNATURE:	/Carly Morrow/
DATE SIGNED:	09/12/2016
Total Attachments: 9	

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3965249

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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: 4	
Property Type	Number
Application Number:	10425370
Application Number:	10762108
Application Number:	12015767
Application Number:	60383509
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:	BMS02731
NAME OF SUBMITTER:	CARLY MORROW
SIGNATURE:	/Carly Morrow/
DATE SIGNED:	07/18/2016
Total Attachments: 54	
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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

Handwritten signature of N.C. Jones in black ink.

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

Handwritten signature of John Hordal in black ink.

for and on behalf of
Bristol-Myers Squibb Company

Registered in England and Wales
No 09967335
Registered Office
980 Great West Road
Brentford Middlesex TW8 9GS

www.viivhealthcare.com

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.

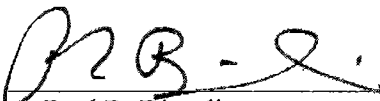
7. Governing Law All questions concerning the construction, validity and interpretation of this Agreement, including Schedule A hereto, will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision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

Title: Senior Vice President, Business
Development

[Signature Page to Discovery Patent Assignment Agreement]

PATENT
REEL: 039989 FRAME: 0106

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
10647-US-PSP[1]	United States Of America	60/723580	04 Oct 2005			Expiry date
10647-WO-PCT	International Procedure	PCT/US2006/038731	03 Oct 2006			PCT CONVERTED

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: INDOLE, AZAINDOLE AND RELATED HETEROCYCLIC 4-ALKENYL PIPERIDINE AMIDES						
CT2731-AR-NP	Argentina	P030101879	28 May 2003	AR040230A1	21 Jul 2014	Grant
CT2731-AT-EPT	Austria	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-AU-PCT	Australia	2003301958	30 Apr 2003	2003301958	14 Jan 2010	Grant
CT2731-BE-EPT	Belgium	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-BG-EPT	Bulgaria	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-BR-PCT	Brazil	PI0311541 0	30 Apr 2003			Publication of application
CT2731-CA-PCT	Canada	2487542	30 Apr 2003	2487542	27 Sep 2011	Grant
CT2731-CH-EPT	Switzerland	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-CL-NP	Chile	1087/03	28 May 2003			Filing
CT2731-CN-PCT	China	03817565 7	30 Apr 2003	03817565 7	17 Apr 2009	Grant
CT2731-CO-PCT	Colombia	04119328	30 Apr 2003	766	11 Sep 2009	Grant
CT2731-CY-EPT	Cyprus (Republic)	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-CZ-EPT	Czech Republic	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-DE-EPT	Germany	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-DK-EPT	Denmark	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-EE-EPT	Estonia	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-EP-EPT	European Procedure (Patents)	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-ES-EPT	Spain	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-FI-EPT	Finland	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-FR-EPT	France	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-GB-EPT	United Kingdom	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-GE	Georgia	8554	30 Apr	4152	10 Jul 2007	Abandoned

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
GE-PCT			2003			
CT2731-GR-EPT	Greece	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-HK-FPR	Hong Kong	05105087 8	17 Jun 2005	1072055	21 Nov 2014	Grant
CT2731-HR-PCT	Croatia	P20041137A	30 Apr 2003	P20041137	24 Oct 2014	Grant
CT2731-HU-EPT	Hungary	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-ID-PCT	Indonesia	W00200402645	30 Apr 2003			Abandoned
CT2731-IE-EPT	Ireland	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-IL-PCT	Israel	165200	30 Apr 2003	165200	01 May 2011	Grant
CT2731-IN-PCT	India	3673/DELNP/2004	30 Apr 2003			Publication of application
CT2731-IS-PCT	Iceland	7546	30 Apr 2003			Local filing-C
CT2731-IT-EPT	Italy	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-JP-PCT	Japan	2004-551400	30 Apr 2003	4446889	29 Jan 2010	Grant
CT2731-KR-PCT	South Korea / Republic of Korea	10-2004-7019219	30 Apr 2003	1001811	09 Dec 2010	Grant
CT2731-LU-EPT	Luxembourg	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-MC-EPT	Monaco	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-MT-NP	Malta	1911	20 May 2003			Filing
CT2731-MX-PCT	Mexico	PA/A/04/011670	30 Apr 2003	263131	15 Dec 2008	Grant
CT2731-MY-NP	Malaysia	PI20031927	23 May 2003	MY-139058-A	28 Aug 2009	Abandoned
CT2731-NL-EPT	Netherlands	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-NO-PCT	Norway	20045064	30 Apr 2003	329691	29 Nov 2010	Grant
CT2731-NZ-PCT	New Zealand	536661	30 Apr 2003	536661	03 Apr 2008	Grant
CT2731-PE-NP	Peru	000514/2003-OIN	28 May 2003			Filing
CT2731-PH-PCT	Philippines	1-2004-501908	30 Apr 2003	1-2004-501908	05 Jun 2009	Abandoned
CT2731-PK-MBA	Pakistan	0446/03	20 May 2003	140005	09 Mar 2009	Abandoned
CT2731-PL-PCT	Poland	P-373603	30 Apr 2003			ALLOWANCE
CT2731-PT-EPT	Portugal	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-	Romania	03811179 5	30 Apr	1513832	05 Mar 2014	Grant

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
RO-EPT			2003			
CT2731-RS-PCT	Serbia (ex-Serbia & Montenegro)	P-1013/04	30 Apr 2003	53021	24 Dec 2013	Grant
CT2731-RU-PCT	Russian Federation	2004138565	30 Apr 2003	2323934	10 May 2008	Grant
CT2731-SE-EPT	Sweden	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-SG-PCT	Singapore	200406741 9	30 Apr 2003	107508	30 Nov 2006	Grant
CT2731-SI-EPT	Slovenia	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-SK-EPT	Slovakia	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-TH-NP	Thailand	082624	27 May 2003			Publication of application
CT2731-TR-EPT	Turkey	03811179 5	30 Apr 2003	1513832	05 Mar 2014	Grant
CT2731-TW-NP	Taiwan	92113891	22 May 2003	I310381	01 Jun 2009	Grant
CT2731-UA-PCT	Ukraine	20041210893/A	30 Apr 2003	79470	25 Jun 2007	Abandoned
CT2731-US-NP	United States Of America	10/425370	29 Apr 2003			Abandoned
CT2731-US-PSP	United States Of America	60/383509	28 May 2002			Expiry date
CT2731-VE-NP	Venezuela	2003-000858	28 May 2003			Publication of application
CT2731-VN-PCT	Vietnam	1-2004-01382	30 Apr 2003			Abandoned
CT2731-WO-PCT	International Procedure	PCT/US2003/013324	30 Apr 2003			PCT CONVERTED
CT2731-ZA-PCT	South Africa	2004/9504	30 Apr 2003	04/9504	31 May 2006	Grant
CT2731A-US-CIP[1]	United States Of America	10/762108	21 Jan 2004	7348337	25 Mar 2008	Grant
CT2731A-US-DIV[1]	United States Of America	12/015767	17 Jan 2008	7915283	29 Mar 2011	Grant

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: ANTIVIRAL AZAINDOLE DERIVATIVES						
GY0083-AL-EPT	Albania	01904970 9	19 Jan 2001	1257276	28 Dec 2005	Not Filed
GY0083-AR-NP	Argentina	P010100742	19 Feb 2001	AR029469B1	29 Feb 2012	Grant
GY0083-AT-EPT	Austria	01904970 9	19 Jan 2001	1257276	28 Dec 2005	Grant
GY0083-AU-PCT	Australia	2001232895	19 Jan 2001	2001232895	30 Jun 2005	Grant
GY0083-BE-EPT	Belgium	01904970 9	19 Jan 2001	1257276	28 Dec 2005	Grant