

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4046971

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the RECEIVING PARTY DATA previously recorded on Reel 039377 Frame 0001. 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:	11340032
Application Number:	60648579
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:	BMS10439
NAME OF SUBMITTER:	CARLY MORROW
SIGNATURE:	/Carly Morrow/
DATE SIGNED:	09/12/2016
Total Attachments: 7	
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3965629

639377/6061

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:	11340032
Application Number:	60648579
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:	BMS10439
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:

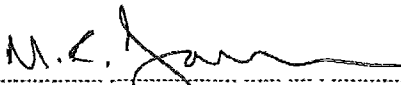
- o the Discovery Patent Assignment Agreement dated February 22, 2016 (the "Assignment Agreement") (as Assignee);
- o the Discovery Intellectual Property License Agreement dated February 22, 2016 (the "License Agreement") (as Buyer); and
- o the Research Services Agreement dated February 22, 2016 (the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

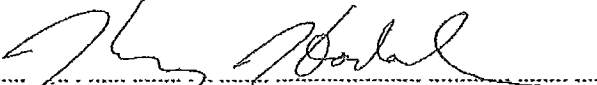
Due to a typographical error, VHUK5 was incorrectly named in these Other Transaction Documents as "Viiv Healthcare (No.5) Limited". The same typographical error applies to references to VHUK5 made in other documents entered into in connection with the transactions contemplated by the Discovery APA (including 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 02967335
Registered Office
980 Great West Road
Brentford Middlesex TW8 9GS

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: 039994 FRAME: 0096

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
Title: TETRAHYDROCARBOLINE ANTIVIRAL AGENTS						
10226-EP-EPT	European Procedure (Patents)					Not Filed
10226-US-NP	United States Of America	11/133614	20 May 2005	7449476	11 Nov 2008	Grant
10226-US-PSP[1]	United States Of America	60/574669	26 May 2004			Expiry date
10226-WO-PCT	International Procedure	PCT/US2005/018184	23 May 2005			Abandoned

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: CRYSTALLINE FORMS OF 1-BENZOYL-4-[2-[4,7-DIMETHOXY-1-(PHOSPHONOXY)METHYL]-1H-PYRROLO[2,3-C]PYRIDIN-3-YL]-1,2-DIOXOETHYL]-PIPERAZINE						
10439-US-NP	United States Of America	11/340032	26 Jan 2006	7723338	25 May 2010	Grant
10439-US-PSP[1]	United States Of America	60/648579	31 Jan 2005			Expiry date

4. HIV Combectin

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: POLYPEPTIDES TARGETING HIV FUSION						
12358-US-PSP2	United States Of America	62/257474	19 Nov 2015			Pending

5. HIV Maturation

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: MODIFIED C-3 BETULINIC ACID DERIVATIVES AS HIV MATURATION INHIBITORS						
11432-AL-EPT	Albania					Designated
11432-AR-NP	Argentina	P110101944	31 Mar 2011			Abandoned
11432-AT-EPT	Austria					Designated
11432-BE-EPT	Belgium					Designated
11432-BG-EPT	Bulgaria					Designated
11432-BR-PCT	Brazil	112012030818 1	02 Jun 2011			Local filing
11432-CA-PCT	Canada	2801487	02 Jun 2011			Local filing
11432-CH-EPT	Switzerland					Designated
11432-CN-PCT	China	201180038211 9	02 Jun 2011	201180038211 9	25 Mar 2015	Grant