

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4047015

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the RECEIVING PARTY DATA previously recorded on Reel 039377 Frame 0619. Assignor(s) hereby confirms the PREVIOUSLY SUBMITTED TYPOGRAPHICAL ERROR.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BRISTOL-MYERS SQUIBB COMPANY	02/22/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VIIV HEALTHCARE UK (NO. 5) LIMITED
<b>Street Address:</b>	980 GREAT WEST ROAD
<b>City:</b>	BRENTFORD, MIDDLESEX
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	TW89GS
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14186533
<b>Application Number:</b>	61768630
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	6102706812
<b>Email:</b>	us_cipkop@gsk.com
<b>Correspondent Name:</b>	GLAXOSMITHKLINE
<b>Address Line 1:</b>	709 SWEDELAND ROAD
<b>Address Line 2:</b>	UW2220
<b>Address Line 4:</b>	KING OF PRUSSIA, PENNSYLVANIA 19406
<b>ATTORNEY DOCKET NUMBER:</b>	BMS12141
<b>NAME OF SUBMITTER:</b>	CARLY MORROW
<b>SIGNATURE:</b>	/Carly Morrow/
<b>DATE SIGNED:</b>	09/12/2016
<b>Total Attachments: 8</b>	
source=BMS12141 US Viiv 5 Assignment#page1.tif	
source=BMS12141 US Viiv 5 Assignment#page2.tif	

source=BMS12141 US Viiv 5 Assignment#page3.tif  
source=BMS12141 US Viiv 5 Assignment#page4.tif  
source=BMS12141 US Viiv 5 Assignment#page5.tif  
source=BMS12141 US Viiv 5 Assignment#page6.tif  
source=BMS12141 US Viiv 5 Assignment#page7.tif  
source=BMS12141 US Viiv 5 Assignment#page8.tif

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3965688

634377/0619

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

<b>Name:</b>	VIIV HEALTHCARE (NO. 5) LIMITED
<b>Street Address:</b>	980 GREAT WEST ROAD
<b>City:</b>	BRENTFORD, MIDDLESEX
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	TW89GS

## PROPERTY NUMBERS Total: 2

Property Type	Number
<b>Application Number:</b>	14186533
<b>Application Number:</b>	61768630

## 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

<b>ATTORNEY DOCKET NUMBER:</b>	BMS12141
<b>NAME OF SUBMITTER:</b>	CARLY MORROW
<b>SIGNATURE:</b>	/Carly Morrow/
<b>DATE SIGNED:</b>	07/18/2016

## Total Attachments: 54

source=Viiv 5 assignment#page1.tif

source=Viiv 5 assignment#page2.tif

source=Viiv 5 assignment#page3.tif

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:

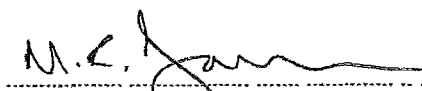
- o the Discovery Patent Assignment Agreement dated February 22, 2016 (the "Assignment Agreement") (as Assignee);
- o the Discovery Intellectual Property License Agreement dated February 22, 2016 (the "License Agreement") (as Buyer); and
- o the Research Services Agreement dated February 22, 2016 (the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

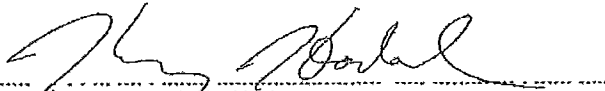
Due to a typographical error, VHUK5 was incorrectly named in these Other Transaction Documents as "ViiV Healthcare (No.5) Limited". The same typographical error applies to references to VHUK5 made in other documents entered into in connection with the transactions contemplated by the Discovery APA (including 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

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.

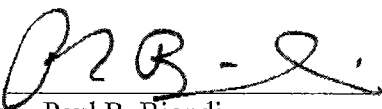
7.      Governing Law. All questions concerning the construction, validity and interpretation of this Agreement, including Schedule A hereto, will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law 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: 039995 FRAME: 0598**

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.

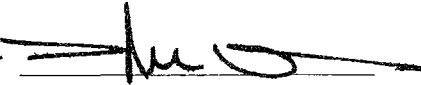
ASSIGNOR:

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
12082-EP-EPT	European Procedure (Patents)	14705662 6	04 Feb 2014			Local filing
12082-IL-PCT	Israel	240289	04 Feb 2014			Local filing
12082-IN-PCT	India	7859/DELNP/15	04 Feb 2014			Local filing
12082-JP-PCT	Japan	PCT/US2014/014647	04 Feb 2014			Local filing
12082-KR-PCT	South Korea / Republic of Korea	2015-7023907	04 Feb 2014			Local filing
12082-MX-PCT	Mexico	MX/A/15/010003	04 Feb 2014			Local filing
12082-SG-PCT	Singapore	201505639 S	04 Feb 2014			Local filing
12082-TW-NP	Taiwan	103103839	05 Feb 2014			Publication of application
12082-US-NP	United States Of America	14/172389	04 Feb 2014			Publication of application
12082-US-PSP	United States Of America	61/761403	06 Feb 2013			Expiry date
12082-VE-NP	Venezuela	2014/0112	05 Feb 2014			Filing
12082-WO-PCT	International Procedure	PCT/US2014/014647	04 Feb 2014			Publication of application

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
<b>Title: C-3 ALKYL AND ALKENYL MODIFIED BETULINIC ACID DERIVATIVES</b>						
12141-AR-NP	Argentina	P140100580	24 Feb 2014			Filing
12141-AU-PCT	Australia	2014218754	21 Feb 2014			Local filing
12141-BR-PCT	Brazil	PI15019590 3	21 Feb 2014			Local filing
12141-CA-PCT	Canada	2902513	21 Feb 2014			Local filing
12141-CN-PCT	China	201480010426 3	21 Feb 2014			Local filing
12141-EA-EAT	Eurasian Procedure	201591545	21 Feb 2014			Local filing
12141-EP-EPT	European Procedure (Patents)	14710687 6	21 Feb 2014			Local filing
12141-IL-PCT	Israel	240739	21 Feb 2014			Local filing
12141-IN-PCT	India	8583/DELNP/2015	21 Feb 2014			Local filing
12141-JP-PCT	Japan	PCT/US2014/017688	21 Feb 2014			Local filing
12141-KR-	South Korea /	2015-7026070	21 Feb			Local filing

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
PCT	Republic of Korea		2014			
12141-MX-PCT	Mexico	MX/A/15/010354	21 Feb 2014			Local filing
12141-SG-PCT	Singapore	11201506445 P	21 Feb 2014			Local filing
12141-TW-NP	Taiwan	103106131	24 Feb 2014			Publication of application
12141-US-NP	United States Of America	14/186533	21 Feb 2014			Publication of application
12141-US-PSP	United States Of America	61/768630	25 Feb 2013			Expiry date
12141-VE-NP	Venezuela	2014/0194	24 Feb 2014			Filing
12141-WO-PCT	International Procedure	PCT/US2014/017688	21 Feb 2014			Publication of application

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
<b>Title: BETULINIC ACID DERIVATIVES WITH HIV MATURATION INHIBITORY ACTIVITY</b>						
12351-EP-EPT	European Procedure (Patents)	PCT/US2015/036191	17 Jun 2015			Filing
12351-US-PSP	United States Of America	62/014212	19 Jun 2014			Expiry date
12351-WO-PCT	International Procedure	PCT/US2015/036191	17 Jun 2015			Filing

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
<b>Title: EXTENDED BETULINIC ACID ANALOGS</b>						
12415-EP-EPT	European Procedure (Patents)	PCT/US2015/060360	12 Nov 2015			Filing
12415-US-PSP	United States Of America	62/079957	14 Nov 2014			Filing
12415-WO-PCT	International Procedure	PCT/US2015/060360	12 Nov 2015			Filing

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
<b>Title: BETULINIC ACID ANALOGS</b>						
12419-EP-EPT	European Procedure (Patents)	PCT/US2015/060353	12 Nov 2015			Filing
12419-US-PSP	United States Of America	62/079966	14 Nov 2014			Filing
12419-WO-PCT	International Procedure	PCT/US2015/060353	12 Nov 2015			Filing

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
------------	---------	------------	-------------	-----------	------------	-------------