

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4056321

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
TAKEDA GMBH		04/29/2016
RECEIVING PARTY DATA		
Name:	ASTRAZENECA AB	
Street Address:	SE-151 85	
City:	SODERTALJE	
State/Country:	SWEDEN	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	9018175	
Patent Number:	9376442	
Patent Number:	8927557	
Application Number:	15161702	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	patents@astrazeneca.com	
Correspondent Name:	KIMBERLY BRASLOW	
Address Line 1:	950 WIND RIVER LANE	
Address Line 4:	GAITHERSBURG, MARYLAND 20878	
ATTORNEY DOCKET NUMBER:	TAK1595 AND TAK1598 US	
NAME OF SUBMITTER:	KIMBERLY BRASLOW	
SIGNATURE:	/Kimberly Braslow/	
DATE SIGNED:	09/16/2016	
Total Attachments: 124		
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EXECUTION VERSION

Dated 29 April 2016

TAKEDA GMBH
and
ASTRAZENECA AB

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (PATENTS AND DESIGNS)

relating to the Asset Purchase Agreement dated 16 December 2016

Linklaters

Linklaters LLP
One Silk Street
London EC2Y 8HQ

Telephone (+44) 20 7456 2000
Facsimile (+44) 20 7456 2222

Ref: L-240119

LO: 989821-2

A31414557

PATENT
REEL: 040057 FRAME: 0040

Intellectual Property Rights Assignment (Patents and Designs)

This Agreement is made on

29 April

2016

between:

- (1) **TAKEDA GMBH**, a company incorporated in Germany whose registered office is at Byk-Gulden-Strasse 2, 78467 Konstanz, Germany (the "**Assignor**"); and
- (2) **ASTRAZENECA AB**, a company incorporated in Sweden with a principal place of business at 151 85, Södertälje, Sweden (the "**Assignee**").

each a "**Party**" and together the "**Parties**".

Whereas:

- (A) Pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignor, certain assets and liabilities of the Business.
- (B) In connection with the Asset Purchase Agreement and subject to, and in accordance with, the terms of this Agreement, the Assignor has agreed to assign to the Assignee, and the Assignee has agreed to accept from the Assignor, all of the Assignor's right, title and interest in and to the Assigned IPR.

It is agreed as follows:

1 Interpretation

In this Agreement, unless the context otherwise requires, the provisions in this Clause 1 shall apply:

1.1 Definitions

All capitalised terms used but not defined in this Agreement shall have the meaning given to them in the Asset Purchase Agreement.

"Assignee Abandonment Request" has the meaning given to it in Clause 3.7;

"Assignor Abandonment Notice" has the meaning given to it in Clause 3.7;

"Affiliate" means with respect to any Person, any other Person that Controls, is Controlled by or is under common Control with such Person, and **"Affiliates"** shall be interpreted accordingly;

"Applicable Law" means any supra-national, federal, national, state, municipal or local statute, law, ordinance, regulation, rule, guidance, code, order (whether executive, legislative, judicial or otherwise), judgment, injunction, notice, decree or other requirement or rule of law or legal process (including common law), any Court Order or any rule or requirement of any national securities exchange;

"Asset Purchase Agreement" means the asset purchase agreement between Takeda GmbH and the Assignee dated 16 December 2016;

"Assigned Designs" means all registered designs and unregistered design rights which are included within the definition of Owned Business IPR, including the registered designs listed in Schedule 2 to this Agreement;

"Assigned IPR" means the: (i) Assigned Patents; (ii) the Relevant Part of the Co-Owned Business IPR; and (iii) the Assigned Designs;

"Assigned Patents" means all Patents owned solely by the Assignor which are included within the definition of Owned Business IPR, including the Patents listed in Schedule 1 to this Agreement and the Solely-Owned 3M Business Patents;

"Assignee's Group" means the Assignee and its Affiliates;

"Assignor's Group" means the Assignor and its Affiliates;

"Assignor's Group Retained Respiratory Business" means the business of the Assignor's Group in respect of the products listed in Schedule 23 of the Asset Purchase Agreement;

"Assignor's Group Turkey Business" means the Commercialisation of Alvesco, Omnaris and Daxas in Turkey;

"Business" means the worldwide business of the Assignor's Group of research, development (including any studies or trials (whether or not undertaken with Third Parties)), or use of the Products and the Pipeline Compounds, and the Commercialisation of the Products, but excluding the Manufacturing of the Products, and in all cases other than the Assignor's Group Turkey Business and the Assignor's Group Retained Respiratory Business;

"Business IPR" means:

(i) all Patents owned by or licensed to any member of the Assignor's Group which relate to any Product, Relevant Compound or Pipeline Compound (including, all Patents owned by or licensed to any member of the Assignor's Group: (a) which relate to any formulation of, the Manufacture of or any method of use for any indication of, any Product, Relevant Compound or Pipeline Compound; or (b) which primarily relate to the combination of any Product, Relevant Compound or Pipeline Compound with any other active pharmaceutical ingredient; and

(ii) all Intellectual Property Rights (other than Patents) owned by or licensed to any member of the Assignor's Group which relate, primarily or exclusively to any Product, Relevant Compound or Pipeline Compound;

"Commercialise" means, with respect to a Product or a Pipeline Compound, to seek, obtain or maintain Product Approvals or Pipeline Compound Approvals, as applicable, import, export, license, outsource, advertise, promote, market, distribute, register or sell such Product or Pipeline Compound, as applicable, and **"Commercialising"** and **"Commercialisation"** shall be construed accordingly;

"Control" means the power to direct the management and policies of a Person (directly or indirectly), whether through ownership of voting securities, by contract or otherwise (and the term **"Controlled"** shall be interpreted accordingly);

"Co-Owned Business IPR" means the Patents relating to Alvesco or Zetonna that are co-owned by a member of the Assignor's Group and 3M, including the Patents listed in Part B of Schedule 3 to this Agreement;

"Court Order" means any order, decree, consent decree, writ, injunction, ruling, decision or judgment of any Governmental Entity that is binding on any Person or its property under Applicable Law;

"Governmental Entity" means any supra-national, federal, national, state, county, local, municipal or other governmental, regulatory or administrative authority, agency, commission or other instrumentality, any court, tribunal or arbitral body with competent jurisdiction, or any national securities exchange or automated quotation service including, any governmental regulatory authority or agency responsible for the grant approval, clearance, qualification, licensing or permitting of any aspect of the research, development, Manufacture, or Commercialisation of the Products and the Pipeline Compounds including the FDA, the European Medicines Agency, or any successor agency thereto;

"Intellectual Property Rights" means all intellectual property and proprietary rights of any kind or nature, whether protected, created or arising under any Applicable Law, including all: (i) rights in inventions; (ii) Patents; (iii) Trade Marks; (iv) rights in Know-how; (v) copyrights (including copyrights in software); (vi) Trade Secrets; (vii) rights in databases, rights in compilations of data (including personally identifiable information) and aggregated data; (viii) registered designs and unregistered design rights; (ix) rights in proprietary information and confidential information in any form, whether or not specially listed herein and all rights to limit the use or disclosure of such information; (x) registrations, grants and applications relating to any of the foregoing and all renewals, restorations and extensions thereof; (xi) similar or equivalent rights to any of the foregoing; and (xii) rights (including rights to bring actions for past, present or future infringement or misappropriation) and priorities afforded under any Applicable Law with respect to the foregoing;

"Invalidity Claim" has the meaning given to it in Clause 3.10.2;

"Know-how" means existing and available industrial and commercial information, know how, data and techniques in any form not in the public domain including drawings, specifications, processes and formulae, data (including all biological, chemical, pharmacological, biochemical, toxicological, pharmaceutical, physical, safety, preclinical and clinical data), reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers;

"Lead Party" means a Party that elects to take any action in relation to the enforcement or defence, as applicable, of the 3M Business IPR against any Third Party Infringement or Invalidity Claim in accordance with Clause 3.12 or Clause 3.13;

"Manufacture", "Manufacturing" or "Manufactured" means all activities related to the manufacture, planning, purchasing of materials for, production, processing, compounding, storage, filling, finishing, packaging, labelling, leafleting, shipping, warehousing (prior to distribution), quality control testing, waste disposal, quality release, sample retention and stability testing of products;

"Owned Business IPR" means the Business IPR which is owned or co-owned by any member of the Assignor's Group;

"Patents" means: all (i) issued patents and patent applications (including design patents, method of use patents, combination patents and any patents that issue as a result of any patent applications); (ii) renewals, restorations, re-issues, re-examinations or any patent granted as a result of any other post-grant proceedings, patent term extensions,

divisionals, continuations, continuations-in-part, revisions, supplementary protection certifications, utility models, and substitutions relating to any issued patents and patent applications; and (iii) rights and priorities afforded under any Applicable Law with respect to any of the foregoing;

"Person" means any person or entity, whether an individual, trustee, corporation, limited liability company, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture, executor, administrator or other legal personal representative, or any other legal entity, including a Governmental Entity;

"Pipeline Compounds" means the products in development set out in part B of schedule 1 of the Asset Purchase Agreement;

"Products" means the medicinal products set out in the first column of part A of schedule 1 of the Asset Purchase Agreement;

"Prosecution and Maintenance" means the preparation, filing, prosecution and maintenance of 3M Business IPR (but excluding, for the avoidance of doubt, the conduct and defence of any infringement, re-examinations, re-issues, interference proceedings, opposition, revocation, nullity, cancellation or other similar post-grant proceedings in relation to the 3M Business IPR);

"Relevant Compound" means roflumilast, ciclesonide or any metabolite, salt or pro-drug (including ester pro-drug form) of roflumilast or ciclesonide;

"Relevant Part" means with respect to any Co-Owned Business IPR, the rights, title and interests owned by any member of the Assignor's Group in such Co-Owned Business IPR;

"Solely-Owned 3M Business Patents" means the Patents relating to Alvesco or Zetonna that are owned solely by a member of the Assignor's Group and included within the B641 patent family, including those Patents that are listed in Part A of Schedule 3 to this Agreement;

"Third Party" means any Person or entity other than the Parties or their respective Affiliates and permitted successors and assigns;

"Third Party Infringement" has the meaning given to it in Clause 3.10.1;

"3M" means 3M Innovation Properties Company (or any of its Affiliates);

"3M Business IPR" means the Solely-Owned 3M Business Patents and the Co-Owned Business IPR;

"3M Transfer Date" means the date on which 3M consents to the assignment of the Relevant Part of the Co-Owned Business IPR from the Assignor to the Assignee;

"Trade Marks" means all (i) trade marks, service marks, rights in trade dress, rights in trade names, business names, logos, slogans and get-up; whether registered or unregistered, together with any registrations and applications for registration thereof and all extensions and renewals of any of the foregoing and all goodwill associated with or symbolized by any of the foregoing, (ii) URL and domain name registrations and rights in social media handles, and (iii) rights and priorities afforded under any Applicable Law with respect to the foregoing; and

"Trade Secrets" means information that derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use.

1.2 Singular, plural, gender

References to one gender include all genders and references to the singular include the plural and vice versa.

1.3 References to persons and companies

References to:

1.3.1 a person include any company, partnership or unincorporated association (whether or not having separate legal personality); and

1.3.2 a company include any company, corporation or any body corporate, wherever incorporated.

1.4 Schedules etc.

References to this Agreement shall include any Schedules to it and references to Clauses and Schedules are to Clauses of, and Schedules to, this Agreement. References to paragraphs and Parts are to paragraphs and Parts of the Schedules.

1.5 Headings

Headings shall be ignored in interpreting this Agreement.

1.6 Legal terms

References to any English legal term shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction.

1.7 Non-limiting effect of words

The words "including", "include", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

2 Assignment

Pursuant to and for the consideration set out in the Asset Purchase Agreement, subject to Clause 3, the Assignor hereby assigns to the Assignee (and, in relation to the Assigned Designs owned or co-owned by another member of the Assignor's Group, shall procure that each other relevant member of the Assignor's Group shall assign to the Assignee) and the Assignee hereby accepts all of the Assignor's right, title, and interest in and to:

- (i) the Assigned IPR;
- (ii) the entitlement to (a) any registered Patents granted pursuant to any of the applications contained in the Assigned Patents; (b) co-ownership with 3M of any registered Patents granted pursuant to any of the applications contained in the Co-Owned Business IPR; and (c) any registered designs granted pursuant to any of the applications contained in the Assigned Designs; and
- (iii) the right to bring or defend proceedings and obtain relief (and to retain any damages and other monies recovered) in respect of any infringement or other

cause of action arising from ownership of any of the Assigned IPR, whether occurring on or after the date of this Agreement.

3 3M Business IPR

- 3.1** The effective date of the assignment of the 3M Business IPR from the Assignor to the Assignee under this Agreement shall be the 3M Transfer Date, or such other date between the date of this Agreement and the 3M Transfer Date as may be agreed by the Parties in writing prior to the 3M Transfer Date, and not the date of this Agreement.

Licence

- 3.2** The Assignor hereby grants, and shall procure that any other relevant members of the Assignor's Group shall grant, with effect from the date of this Agreement until such date as the 3M Business IPR is assigned to the Assignee, to the Assignee and each member of the Assignee's Group, an exclusive, irrevocable, fully paid-up, royalty-free and worldwide licence, with the ability to sub-license through multiple tiers (only to the extent permitted without Third Party Consent in relation to the Co-Owned Business IPR) to use (and perform all other acts which constitute infringement of) all 3M Business IPR.

Prosecution and Maintenance

- 3.3** Between the date of this Agreement and the date the 3M Business IPR is assigned to the Assignee and subject to the terms of the Assignor's (or any of its Affiliates') contractual arrangements with 3M in relation to the Co-Owned Business IPR, as between the Parties the Assignor shall, subject to Clause 3.7, conduct, and pay all fees and other expenses (including all official registry fees) relating to, the Prosecution and Maintenance of the 3M Business IPR.
- 3.4** The Assignor shall, from time to time upon the Assignee's reasonable request, provide the Assignee with an update on the status of the Prosecution and Maintenance of the 3M Business IPR.
- 3.5** Subject to the terms of the Assignor's (or any of its Affiliates') contractual arrangements with 3M in relation to the Co-Owned Business IPR, the Assignor shall:
- 3.5.1** promptly provide the Assignee with all information that the Assignor receives, whether from 3M or other sources, which relates to the Prosecution and Maintenance of the 3M Business IPR; and
 - 3.5.2** consult in good faith with the Assignee prior to taking any steps (including communications with 3M) which relate to the Prosecution and Maintenance of the 3M Business IPR, and shall follow all reasonable instructions provided by the Assignee in relation thereto.
- 3.6** The Assignee shall co-operate fully with the Assignor in relation to the Prosecution and Maintenance of the 3M Business IPR and shall, at the Assignee's request and cost (including legal and professional costs and expenses), take all steps as may be reasonably required by the Assignor in relation to the Prosecution and Maintenance of the 3M Business IPR.
- 3.7** If the Assignor intends to withdraw, surrender, allow to lapse or otherwise cease the Prosecution and Maintenance of any of the Solely-Owned 3M Business Patents, it shall give the Assignee reasonable written notice of such intention (which notice shall be no less

than three months prior to the renewal date of any relevant Solely-Owned 3M Business Patents which are registered) (the "**Assignor Abandonment Notice**"). At the Assignee's written request (the "**Assignee Abandonment Request**"), the Assignor shall assign any Solely-Owned 3M Business Patents that are the subject of an Assignor Abandonment Notice to the Assignee at the Assignee's cost but for no or nominal consideration and otherwise on the terms that are substantially similar to the applicable terms of this Agreement. If the Assignee does not provide an Assignee Abandonment Request to the Assignor within the relevant reasonable period, the Assignor shall be entitled to withdraw, surrender, allow to lapse or otherwise cease the Prosecution and Maintenance of the relevant Solely-Owned 3M Business Patents.

- 3.8 Neither the Assignor nor any of its Affiliates shall be liable to the Assignee or any of its Affiliates, or any of their officers or employees, whether in contract, in tort (including negligence), under statute or otherwise, in connection with the Prosecution and Maintenance of the 3M Business IPR provided that the Assignor has (i) complied with its obligations under Clauses 3.4 to 3.5 and 3.7, and (ii) used reasonable care in conducting the Prosecution and Maintenance of the 3M Business IPR in accordance with Clause 3.3.

Enforcement

- 3.9 The Parties acknowledge and agree that their respective rights and obligations under Clauses 3.10 to 3.18 shall, at all times, be subject to the terms of the Assignor's (or any of its Affiliates') contractual arrangements with 3M.
- 3.10 Between the date of this Agreement and the date the 3M Business IPR is assigned to the Assignee, each Party shall promptly notify the other Party in writing on becoming aware of:
- 3.10.1 any actual, threatened or suspected infringement or unauthorised use by any third party of any of the 3M Business IPR (including acts of passing off, acts of unfair competition or any similar causes of action) ("**Third Party Infringement**"); or
 - 3.10.2 any actual or threatened claim by a third party challenging the validity, enforceability or ownership of any of the 3M Business IPR, before any relevant Intellectual Property Rights registry or any court ("**Invalidity Claim**").
- 3.11 The notice to be provided under Clause 3.10 shall include such information as the notifying Party has concerning:
- 3.11.1 the identity of the Person(s) involved in the Third Party Infringement or Invalidity Claim;
 - 3.11.2 the details of the Third Party Infringement or Invalidity Claim; and
 - 3.11.3 how the notifying Party was alerted to the Third Party Infringement or Invalidity Claim.
- 3.12 Subject to Clause 3.18, the Assignor shall, at the Assignor's cost (including legal and professional costs and expenses), have the first right to take whatever action it deems appropriate in its sole discretion in respect of any Third Party Infringement or Invalidity Claim (and to assume responsibility of any Third Party Infringement or Invalidity Claim which is on-going as at the date of this Agreement). This shall include, subject to Clause 3.18, the right to bring an action for a permanent or preliminary injunction or

institute, defend, settle or otherwise resolve any actions or proceedings relating to any Third Party Infringement or Invalidity Claim. The Assignor shall not have any obligation under this Clause 3.12 to take any action in relation to the enforcement or defence of the 3M Business IPR against any Third Party Infringement or Invalidity Claim.

3.13 If the Assignor:

3.13.1 does not take any action in accordance with Clause 3.12 to enforce or defend, as applicable, the 3M Business IPR against any Third Party Infringement or Invalidity Claim within 20 Business Days of being notified of such Third Party Infringement or Invalidity Claim (or such shorter period as the Assignee may reasonably request in order to preserve the right to: (a) obtain interim or preliminary relief for any Third Party Infringement; or (b) maintain any 3M Business IPR the subject of an Invalidity Claim); or

3.13.2 notifies the Assignee in writing that it does not wish to take any action under Clause 3.12,

the Assignee shall, subject to Clause 3.18, at the Assignee's cost (including legal and professional costs and expenses), have the right to take whatever action it deems appropriate in its sole discretion in respect of any such Third Party Infringement or Invalidity Claim (and any counterclaims).

3.14 The Assignee's rights under Clause 3.13 shall include, subject to Clause 3.18, the right to bring an action for a permanent or preliminary injunction or institute, defend, settle or otherwise resolve any actions or proceedings relating to any Third Party Infringement or Invalidity Claim. The Assignee shall not have any obligation under Clause 3.13 to take any action in relation to the enforcement or defence of the 3M Business IPR against any Third Party Infringement or Invalidity Claim.

3.15 Each Party shall co-operate fully with the Lead Party (where applicable) in relation to any Third Party Infringement or Invalidity Claim and shall, at the Lead Party's request and cost (including legal and professional costs and expenses), take all steps as may be reasonably required by the Lead Party in relation to any Third Party Infringement or Invalidity Claim, including by:

3.15.1 agreeing to legal proceedings being brought jointly in the names of the Assignor and the Assignee or to being joined as a party to legal proceedings; and

3.15.2 allowing the Lead Party to take such action in the name of and on behalf of the non-leading Party (or another member of its Group) as is reasonably necessary to enforce or defend, as applicable, the 3M Business IPR against any Third Party Infringement or Invalidity Claim in accordance with this Agreement, provided that the Lead Party shall, in the course of continuing such action, take into account and have due regard to, and not take any action which would materially damage, the reputation of any member of the non-leading Party or any of its Affiliates or any of their respective directors, officers, employees or agents.

3.16 The Lead Party shall keep the non-leading Party reasonably informed of the status of any action it elects to take in relation to the enforcement or defence, as applicable, of the 3M Business IPR against any Third Party Infringement or Invalidity Claim in accordance with this Agreement.

- 3.17 The Lead Party shall be entitled to any and all damages, accounts of profit, awards of costs obtained from any actions taken by the Lead Party pursuant to this Agreement.
- 3.18 Neither Party may make any statement of admission, or enter into any compromise, settlement or agreement (including by way of agreeing to the amendment of any 3M Business IPR) with any Person in relation to any Third Party Infringement or Invalidity Claim, which:
- 3.18.1 is reasonably likely to compromise the enforceability or validity of the 3M Business IPR, without the prior written consent of the other Party (such consent not to be unreasonable withheld, conditioned or delayed); or
- 3.18.2 requires the other Party to make any payment.

4 Further assurance

- 4.1 Without prejudice to clause 6.8 of the Asset Purchase Agreement or the services to be provided in relation to the transfer of the Assigned IPR under the Transitional Services Agreement, at any time after the date of this Agreement, at the reasonable request of the Assignee, the Assignor shall, execute such documents and do such acts as the Assignee may reasonably require under the law of any country for the purpose of giving to the Assignee the full benefit of all the provisions of this Agreement. To the extent to which such assistance falls within the scope of the services to be provided under the Transitional Services Agreement, the Assignee shall pay for such assistance in accordance with the Transitional Services Agreement. To the extent to which such assistance does not fall within the scope of the services to be provided under the Transitional Services Agreement, such assistance shall be at the expense of the Assignee save that the Assignor shall bear its own internal costs.

5 Whole agreement

- 5.1 This Agreement, the Transitional Services Agreement and the Asset Purchase Agreement contain the whole agreement between the parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract, and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement.
- 5.2 The Assignee acknowledges that it has not been induced to enter this Agreement by any representation, warranty or undertaking not expressly incorporated into it or the Asset Purchase Agreement.
- 5.3 In the event of any inconsistency between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail provided that, for the avoidance of doubt, the Parties agree that Clause 4 (Further Assurances) of this Agreement shall prevail over clause 16.1 (Further assurances) of the Asset Purchase Agreement in the event of any inconsistency.

6 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by executing any such counterpart.

7 Governing law and submission to jurisdiction

- 7.1** This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 7.2** Each Party irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. Each Party irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

In witness whereof this Agreement has been duly executed.

SIGNED by

Jocelyn Trobenheim
for and on behalf of
TAKEDA GMBH

}

SIGNED by

ANDREA FERRARI
for and on behalf of
TAKEDA GMBH

}

SIGNED by

for and on behalf of
ASTRAZENECA AB (PUBL)

}

In witness whereof this Agreement has been duly executed.

SIGNED by

for and on behalf of
TAKEDA GMBH

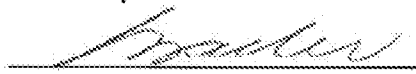
}

SIGNED by

for and on behalf of
TAKEDA GMBH

}

SIGNED by JAN-OLOF TALLER, PRESIDENT


for and on behalf of
ASTRAZENECA AB (PUBL)

}

Schedule 1
Assigned Patents

Schedule 2

Assigned Registered Designs

Schedule 3

3M Business IPR

Part A: Solely Owned 3M Business Patents

Part B: Co-Owned Business IPR

Invention:	1078													
Title:	Hypotonic Suspension with Ciclesonide for Application to Mucosa													
Status as of:	25-Feb-2016													
Owner:	APAG = ALTANA Pharma AG, BYK = Byk Gulden Lornberg GmbH, NYCO = Nycomed GmbH, TAKDE = Takeda GmbH													
Country	Case Type	Sub Case	Application Number	Filing Date	Patent Number	Issue Date	Expiry Date	Status	Owner/Co-Owner					
LU	EPC	01	00969966.1	20-Oct-00	1225902	29-Dec-04	20-Oct-20	Granted	TAKDE					
LV	EPE	01	00969966.1	20-Oct-00	1225902	29-Dec-04	20-Oct-20	Granted	TAKDE					
MC	EPC	01	00969966.1	20-Oct-00	1225902	29-Dec-04	20-Oct-20	Granted	TAKDE					
ME	REG	01	P-856/08	20-Oct-00	00567	20-Dec-11	20-Oct-20	Granted	TAKDE					
MK	EPE	01	00969966.1	20-Oct-00	901896	29-Dec-04	20-Oct-20	Granted	TAKDE					
MX	PCT	01	PA/A/2002/003974	20-Oct-00	226172	08-Feb-05	20-Oct-20	Granted	TAKDE					
MY	ORD	01	PI20004915	19-Oct-00	MY-136987-A	31-Dec-08	31-Dec-23	Granted	TAKDE					
NL	EPC	01	00969966.1	20-Oct-00	1225902	29-Dec-04	20-Oct-20	Granted	TAKDE					
NO	PCT	01	20021898	20-Oct-00	327444	29-Jun-09	20-Oct-20	Granted	TAKDE					
NZ	PCT	01	518298	20-Oct-00	518298	09-Mar-04	20-Oct-20	Granted	TAKDE					
PE	ORD	01	1121.2000	19-Oct-00	4094	23-Aug-05	19-Oct-20	Granted	TAKDE					
PH	ORD	01	1-2000-02890	23-Oct-00	1-2000-02890	02-Dec-05	23-Oct-20	Granted	NYCO					
PK	ORD	01	961/2000	18-Oct-00	137462	18-Feb-03	20-Oct-19	Granted	TAKDE					
PL	PCT	01	P356191	20-Oct-00	199702	28-Mar-08	20-Oct-20	Granted	NYCO					
PT	EPC	01	00969966.1	20-Oct-00	1225902	29-Dec-04	20-Oct-20	Granted	TAKDE					
RO	EPE	01	00969966.1	20-Oct-00	1225902	29-Dec-04	20-Oct-20	Granted	TAKDE					
RS	PCT	01	P-280/02	20-Oct-00	50310	09-Jun-09	20-Oct-20	Granted	TAKDE					
RU	EAC	01	200200375	20-Oct-00	006015	25-Aug-05	20-Oct-20	Granted	TAKDE					
SE	EPC	01	00969966.1	20-Oct-00	1225902	29-Dec-04	20-Oct-20	Granted	NYCO					
SG	PCT	01	200201856-2	20-Oct-00	88137	30-Apr-04	20-Oct-20	Granted	TAKDE					

Daxas API and Respiratory IPR Patents

Invention:		1029							
Title:		Roflumilast-Tablet with PVP as Binder							
Status as of:		15-Feb-16							
Owner:		APAG = ALTANA Pharma AG, NYCO = Nycomed GmbH, TAKDE = Takeda GmbH							
Country	Case Type	Sub Case	Application Number	Filing Date	Patent Number	Issue Date	Expiry Date	Status	Owner/Co-Owner
AE	PCT	01	267/2004	19-Feb-03			19-Feb-23	Examination	TAKDE
AL	EPE	01	AL/P/12/04109	19-Feb-03	04085	21-Mar-12	19-Feb-23	Granted	TAKDE
AL	EPE	11	AL-P-2013-187	19-Feb-03	4523	15-May-13	19-Feb-23	Granted	TAKDE
AL	PTE	01	PTE/AL-P-2013-187	06-Feb-14	4523	20-Feb-23	19-Feb-28	Granted	TAKDE
AM	PTE	01	200401019	28-Mar-13	PTE008219	20-Feb-23	19-Feb-28	Granted	TAKDE
AM	EAC	01	200401019	19-Feb-03	008219	27-Apr-07	19-Feb-23	Granted	TAKDE
AR	ORD	01	P030100542	20-Feb-03			20-Feb-23	Rejected	NYCO
AT	EPC	11	10173234.5-2123	19-Feb-03	E611791	15-May-13	19-Feb-23	Granted	TAKDE
AT	EPC	01	03704652.1-2123	19-Feb-03	E550038	21-Mar-12	19-Feb-23	Granted	NYCO
AU	PCT	01	2003206924	19-Feb-03	2003206924	26-Feb-09	19-Feb-23	Granted	TAKDE
AZ	EAC	01	200401019	19-Feb-03	008219	27-Apr-07	19-Feb-23	Granted	TAKDE
AZ	PTE	01	PTE008219	09-Oct-12	PTE008219	20-Feb-23	26-Oct-23	Granted	TAKDE
BA	SPC	01	SDZ2013001	24-May-12	SDZ2013001	20-Feb-23	13-Jul-26	Granted	NYCO
BA	PCT	01	BAP041919A	19-Feb-03	BAP041919	29-Sep-09	19-Feb-23	Granted	TAKDE
BE	EPC	11	10173234.5-2123	19-Feb-03	2258394	15-May-13	19-Feb-23	Granted	TAKDE
BE	EPC	01	03704652.1-2123	19-Feb-03	1478399	21-Mar-12	19-Feb-23	Granted	TAKDE
BG	EPC	01	03704652.1-2123	19-Feb-03	1478399	21-Mar-12	19-Feb-23	Granted	TAKDE
BG	EPC	11	10173234.5-2123	19-Feb-03	2258394	15-May-13	19-Feb-23	Granted	TAKDE

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Invention:	B701													
Title:	Combination of PDE inhibitors with β 2-Sympathomimetics													
Status as of:	4-Dec-15													
Owner:	APAG = ALTANA Pharma AG, BYK = Byk Gulden Lomborg GmbH, NYCO = Nycomed GmbH, TAKDE = Takeda GmbH													
Country	Case Type	Sub Case	Application Number	Filing Date	Patent Number	Issue Date	Expiry Date	Status	Owner/Co-Owner					
HK	REG	01	02108936.8	11-Aug-00	1047244B	27-Oct-06	11-Aug-20	Granted	TAKDE					
HR	PCT	01	P20020158A	11-Aug-00	P20020158	27-Jul-07	11-Aug-20	Granted	TAKDE					
HU	PCT	01	P0203098	11-Aug-00	229439	22-Nov-13	11-Aug-20	Granted	TAKDE					
ID	PCT	01	W00-2002.00430	11-Aug-00	ID0015194	20-Jan-05	11-Aug-20	Granted	NYCO					
IE	EPC	01	00954625.0-2405	11-Aug-00	1212089	22-Mar-06	11-Aug-20	Granted	TAKDE					
IL	PCT	01	147688	11-Aug-00	147688	21-Dec-07	11-Aug-20	Granted	TAKDE					
IN	PCT	01	2002/00066/MUM	11-Aug-00	206328	24-Apr-07	11-Aug-20	Granted	NYCO					
IT	EPC	01	00954625.0-2405	11-Aug-00	1212089	22-Mar-06	11-Aug-20	Granted	TAKDE					
JP	PCT	01	2001-518088	11-Aug-00	5038568	13-Jul-12	11-Aug-20	Granted	TAKDE					
KR	PCT	01	10-2002-7002143	11-Aug-00	10-0701904	26-Mar-07	11-Aug-20	Granted	TAKDE					
LT	EPE	01	00954625.0-2405	11-Aug-00	1212089	22-Mar-06	11-Aug-20	Granted	TAKDE					
LU	EPC	01	00954625.0-2405	11-Aug-00	1212089	22-Mar-06	11-Aug-20	Granted	TAKDE					
LV	EPE	01	00954625.0-2405	11-Aug-00	1212089	22-Mar-06	11-Aug-20	Granted	TAKDE					
MC	EPC	01	00954625.0-2405	11-Aug-00	1212089	22-Mar-06	11-Aug-20	Granted	TAKDE					
MK	EPE	01	00954625.0-2405	11-Aug-00	902248	22-Mar-06	11-Aug-20	Granted	TAKDE					
MX	PCT	01	PA/A/2002/001830	11-Aug-00	246925	2-Jul-07	11-Aug-20	Granted	TAKDE					
NL	EPC	01	00954625.0-2405	11-Aug-00	1212089	22-Mar-06	11-Aug-20	Granted	TAKDE					
NO	PCT	01	20020815	11-Aug-00	328340	1-Feb-10	11-Aug-20	Granted	TAKDE					
NZ	PCT	01	517166	11-Aug-00	517166	10-May-04	11-Aug-20	Granted	TAKDE					
PL	PCT	01	P356252	11-Aug-00	200923	27-Jun-08	11-Aug-20	Granted	NYCO					

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Invention:	B701									
Title:	Combination of PDE inhibitors with β 2-Sympathomimetics									
Status as of:	4-Dec-15									
Owner:	APAG = ALTANA Pharma AG, BYK = Byk Gulden Lomborg GmbH, NYCO = Nycomed GmbH, TAKDE = Takeda GmbH									
Country	Case Type	Sub Case	Application Number	Filing Date	Patent Number	Issue Date	Expiry Date	Status	Owner/Co-Owner	
PT	EPC	01	00954625.0-2405	11-Aug-00	1212089	22-Mar-06	11-Aug-20	Granted	TAKDE	
RO	EPE	01	00954625.0-2405	11-Aug-00	1212089	22-Mar-06	11-Aug-20	Granted	TAKDE	
RU	EAC	01	200200208	11-Aug-00	006685	24-Feb-06	11-Aug-20	Granted	TAKDE	
SE	EPC	01	00954625.0-2405	11-Aug-00	1212089	22-Mar-06	11-Aug-20	Granted	NYCO	
SI	EPE	01	00954625.0-2405	11-Aug-00	1212089	22-Mar-06	11-Aug-20	Granted	TAKDE	
SK	PCT	01	PP0255-2002	11-Aug-00	287231	4-Feb-10	11-Aug-20	Granted	TAKDE	
TR	PCT	01	2002/01317	11-Aug-00	TR200201317	21-Apr-11	11-Aug-20	Granted	TAKDE	
WO	ORD	01	PCT/EP00/07852	11-Aug-00			11-Aug-20	National Phase	BYK	
ZA	PCT	01	2002/1389	11-Aug-00	2002/1389	27-Nov-02	11-Aug-20	Granted	TAKDE	

Invention:	B597									
Title:	Lungsurfactant (Lusupultide) + Roflumilast									
Status as of:	01-Mar-2016									
Owner:	BYK = Byk Gulden Lomberg, APAG = ALTANA Pharma AG, NYCO = Nycomed GmbH, TAKDE = Takeda GmbH									
Country	Case Type	Sub Case	Application Number	Filing Date	Patent Number	Issue Date	Expiry Date	Status	Owner/Co-Owner	
GR	EPC	01	98910670.3	14-Feb-98	3059745	16-Aug-06	14-Feb-18	Granted	TAKDE	
HK	REG	01	00105462.8	14-Feb-98	1026145	02-Jul-04	14-Feb-18	Granted	TAKDE	
HU	PCT	00	P0001043	14-Feb-98	227520	28-Feb-12	14-Feb-18	Granted	TAKDE	
IE	EPC	01	98910670.3	14-Feb-98	0977577	16-Aug-06	14-Feb-18	Granted	TAKDE	
IL	PCT	00	130658	14-Feb-98	130658	25-Oct-04	14-Feb-18	Granted	TAKDE	
IT	EPC	01	98910670.3	14-Feb-98	0977577	16-Aug-06	14-Feb-18	Granted	TAKDE	
JP	PCT	00	1998-535366	14-Feb-98	4763104	17-Jun-11	14-Feb-18	Granted	TAKDE	
KR	PCT	00	10-1999-7007400	14-Feb-98	10-0640025	24-Oct-06	14-Feb-18	Granted	TAKDE	
LT	EPE	01	98910670.3	14-Feb-98	0977577	16-Aug-06	14-Feb-18	Granted	TAKDE	
LU	EPC	01	98910670.3	14-Feb-98	0977577	16-Aug-06	14-Feb-18	Granted	TAKDE	
LV	EPE	01	98910670.3	14-Feb-98	0977577	16-Aug-06	14-Feb-18	Granted	TAKDE	
MC	EPC	01	98910670.3	14-Feb-98	0977577	16-Aug-06	14-Feb-18	Granted	TAKDE	
MK	EPE	01	98910670.3	14-Feb-98	902344	16-Aug-06	14-Feb-18	Granted	TAKDE	
MX	PCT	00	9907560	14-Feb-98	219627	30-Mar-04	14-Feb-18	Granted	TAKDE	
MX	DIV	01	PA/A/2003/010187	14-Feb-98	247841	06-Aug-08	14-Feb-18	Granted	TAKDE	
NL	EPC	01	98910670.3	14-Feb-98	0977577	16-Aug-06	14-Feb-18	Granted	TAKDE	
NO	PCT	00	19993875	14-Feb-98	323594	11-Jun-07	14-Feb-18	Granted	TAKDE	
NZ	PCT	00	336569	14-Feb-98	336569	09-Aug-01	14-Feb-18	Granted	TAKDE	
PL	PCT	00	P335134	14-Feb-98	190775	15-May-05	14-Feb-18	Granted	NYCO	
PT	EPC	01	98910670.3	14-Feb-98	0977577	16-Aug-06	14-Feb-18	Granted	TAKDE	

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[illegible]

Unfiled Inventions	
Status as of:	18-Feb-16
Owner:	TAKEDA = Takeda GmbH
Invention	Title
1716	Inhaled PDE4 inhibitors (NYC 493650)

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Schedule 2

Assigned Registered Designs

Designs												
Status as of:	2016-03-08											
Owner:	Takeda GmbH, Germany											
Design	Code	Entry Code	Country	Internal Description	Locarno Class	Product	Status	Appl. No	Filing Date	Reg. No	Reg. Date	Exp. Date
ALVESCO / ZETONNA	AVIID	EM	European Community	Inhalator	2404	Inhalator	Registered	000873914	6. Feb. 08	000873914	6. Feb. 08	6. Feb. 33
ALVESCO / ZETONNA	AVIID	US	United States of America	Inhaler	2902	Inhaler	Registered	29/283277	9. Aug. 07	D582544S	9. Dec. 08	9. Dec. 22
DAXAS	DSRI D	EM	European Community	launch pivotal study	3200	Logo; Zeichnung	Registered	001105894	16. Mar. 09	001105894	16. Mar. 09	16. Mar. 34
DAXAS	DTDI D	AR	Argentina	DAXAS D-Shape Tablette	n/a	tablet	Registered	76909	10. Aug. 07	76909	10. Aug. 07	10. Aug. 22
DAXAS	DTDI D	BR	Brazil	DAXAS D-Shape Tablette	n/a	tablet	Registered	DI6702312-6	25. Jul. 07	DI6702312-6	29. Jan. 08	25. Jul. 32
DAXAS	DTDI D	CA	Canada	DAXAS D-Shape Tablette	n/a	tablet	Registered	119901	14. Mar. 07	119901	17. Mar. 08	17. Mar. 18
DAXAS	DTDI D	EM	European Community	Daxas D-Shape Tablette Farbfotos	2801	Tabletten [pharmazeutische]	Registered	000670062-0001	12. Feb. 07	000670062-0001	12. Feb. 07	12. Feb. 32
DAXAS	DTDI D	EM	European Community	Daxas D-Shape Tablette Zeichnungen	2801	Tabletten [pharmazeutische]	Registered	000670062-0002	12. Feb. 07	000670062-0002	12. Feb. 07	12. Feb. 32
DAXAS	DTDI D	MX	Mexico	Tablet	0101	tablet	Registered	MX/F/2007/01657	9. Aug. 07	25560	15. Apr. 08	9. Aug. 22

3M Business PR

[illegible]

Part B: Co-Owned Business IPR

Invention:	B641								
Title:	Ciclesonide Aerosole MDI formulation								
Status as of:	25-Feb-16								
Owner:	APAG = ALTANA Pharma AG, NYCO = Nycomed GmbH, TAKDE = Takeda GmbH, 3MUS = 3M and Affiliates								
Country	Case Type	Sub Case	Application Number	Filing Date	Patent Number	Issue Date	Expiry Date	Status	Owner/Co-Owner
AL	EPE	01	AL/P/03/00773	18-May-98	00773	30-Jul-03	18-May-18	Granted	TAKDE/3MUS
AT	EPC	0E	98922409.2	18-May-98	0983058	30-Jul-03	18-May-18	Granted	NYCO/3MUS
AU	PTE	01	74962/98	03-Jun-04	726835	19-May-18	24-Feb-19	Granted	TAKDE/3MUS
AU	PCT	00	74962/98	18-May-98	726835	08-Mar-01	18-May-18	Granted	TAKDE/3MUS
BE	EPC	0E	98922409.2	18-May-98	0983058	30-Jul-03	18-May-18	Granted	TAKDE/3MUS
CA	PCT	00	2290521	18-May-98	2290521	10-Oct-06	18-May-18	Granted	TAKDE/3MUS
CH	EPC	0E	98922409.2	18-May-98	0983058	30-Jul-03	18-May-18	Granted	TAKDE/3MUS
CL	REG	02	1326/2004	13-May-98			13-May-18	Examination	TAKDE/3MUS
CN	PCT	00	98805261.X	18-May-98	98805261.X	12-May-04	18-May-18	Granted	TAKDE/3MUS
CZ	SPC	01	SPC/CZ2007/119	27-Dec-07	298253/119	19-May-18	16-Apr-19	Granted	TAKDE/3MUS
CZ	PCT	00	PV1999-4124	18-May-98	298253	28-Jun-07	18-May-18	Granted	TAKDE/3MUS
DE	EPC	0E	98922409.2	18-May-98	69816811.9-08	30-Jul-03	18-May-18	Granted	TAKDE/3MUS
DK	EPC	0E	98922409.2	18-May-98	0983058	30-Jul-03	18-May-18	Granted	TAKDE/3MUS
DK	SPC	01	CA 2005 00036	07-Jul-05	CR 2005 00036	18-May-18	16-Apr-19	Granted	TAKDE/3MUS
EP	PCT	00	98922409.2-2112	18-May-98	0983058	30-Jul-03	18-May-18	EP	APAG/3MUS
								NoOpposition	
ES	EPC	0E	98922409.2	18-May-98	0983058	30-Jul-03	18-May-18	Granted	TAKDE/3MUS
FR	EPC	0E	98922409.2	18-May-98	0983058	30-Jul-03	18-May-18	Granted	TAKDE/3MUS
GB	EPC	0E	98922409.2	18-May-98	0983058	30-Jul-03	18-May-18	Granted	TAKDE/3MUS

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