

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4130316

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHIARA CARAMELLI	06/29/2016
CESARE FEDERICO	06/29/2016
EMANUELE GABELLIERI	06/29/2016
MATTEO MAGNANI	06/29/2016
IOLANDA MICCO	06/30/2016
GEORG C. TERSTAPPEN	06/28/2016
RECEIVING PARTY DATA	
Name:	SIENA BIOTECH S.P.A.
Street Address:	STRADA DEL PETRICCIO E BELRIGUARDO N. 35
City:	SIENA
State/Country:	ITALY
Postal Code:	I-53100
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15100326
CORRESPONDENCE DATA	
Fax Number:	(212)391-0525
<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:	212-278-0400
Email:	pdocketing@cooperdunham.com
Correspondent Name:	COOPER & DUNHAM LLP
Address Line 1:	30 ROCKEFELLER PLAZA
Address Line 4:	NEW YORK, NEW YORK 10112
ATTORNEY DOCKET NUMBER:	88691-PCT-US/JPW/GJG
NAME OF SUBMITTER:	JAMES T. CORCORAN
SIGNATURE:	88691-PCT-US/JTC/for Gary J Gershik
DATE SIGNED:	11/04/2016
Total Attachments: 24	

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RECOGNITION DEED

The undersigned:

Chiara Caramelli, residing in Via Rossini 14, I-53018 Sovicille, Italy

Cesare Federico, residing in Via del Luschieto 95, I-06126 Perugia, Italy

Emanuele Gabellieri, residing in Avenue Parc De La Rouvraie 10, CH-1018 Lausanne, Switzerland

Matteo Magnani, residing in Via Sandro Pertini 9, I-52015 Pratovecchio, Italy

Iolanda Micco, residing in 10 Dover Rise, Heritage View Tower B, #10-08, Singapore 138680

George C. Terstappen, residing in Panoramastrasse 11, 67271 Battenberg, Pfalz, Germany

Giuseppe Pollio, residing in Strada di Sestano 50, I-53019 Castelnuovo Berardenga (SI) Italy

Letizia Magnoni, residing in Strada di Busseto 26, I-53100, Siena, Italy

Martina Pollastrini, residing in Strada di Petroio 13/1, I-53019 Castelnuovo Berardenga (SI) Italy

Laura Maccari, residing in Via Lauretana 10, I-53041 Asciano, Italy

(hereinafter referred to as "Individuals")

hereby provide the representations, warranties and covenants as set forth in Section 2 of this deed to:

Siena Biotech s.p.a. in fallimento, a company incorporated and validly existing under the laws of Italy, with registered office at Siena, registered with the companies register of Siena, n. SI-114438 (P. IVA and cod. fiscale 01024210526), represented by Silvana Carlone in her capacity as liquidator appointed on 27 March 2015 by the Court of Siena (the "**Liquidator**"), duly empowered pursuant to article 105 and following of the R.D. 267/1942 on 15 July 2015 by the Court of Siena, domiciled in Montalcino, Siena, Via Piave n. 32, I-23024, tax code 01024210526 (hereinafter referred to as the "**Siena**"); and

Teva Pharmaceutical Industries Limited, a company organized and validly existing under the laws of Israel, with registered office at 5 Basel Street, Petach Tikva 4951033, Israel (hereinafter referred to as the "**Teva**"), in its quality of purchaser of certain assets from Siena.

1. Definitions

In addition to the terms defined in other articles of this Agreement, the following terms and expressions shall have the meaning set forth below.

"**Know How**" means all inventions, technical information, know-how and materials, including technology, software, instrumentation, devices, data, compositions, formulas, biological materials, assays, reagents, constructs, compounds, discoveries, procedures, processes, practices, protocols, methods, techniques, results of experimentation or testing, knowledge, trade secrets, skill and experience as indicated in the Siena documents downloadable from the website <https://moveitdmz.teva.net> (Username: tspradau; Password: dj07jdf7) and under Appendices A, B, C, D, E, F, and G (excluding the part related to the Selisistat program), either patentable or not, together with all the rights, privileges, and benefits therein, and all right, title, and interest in and to every patent application filed or to be filed on or in relation wholly or partly to said the above in any country or patent organization, including

continuations, divisions, renewals, revivals, and any substitute applications of said patent application(s), and all the rights, privileges, and benefits therein, including the right to claim priority based on said patent application(s), and all right, title, and interest in and to any and all patents which may issue thereon, and any reissues, reexaminations, pipelines, extensions, supplementary protection certificates, and governmental exclusivity rights extending therefrom.

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"Patent Rights" means the Patent Applications and any other patent application filed or to be filed on or in relation wholly or partly to the Know How in any country or patent organization, including continuations, divisions, renewals, revivals, and any substitute applications of said patent applications, and all the rights, privileges, and benefits therein, including the right to claim priority based on said patent applications, and all right, title, and interest in and to any and all patents which may issue thereon, and any reissues, reexaminations, pipelines, extensions, supplementary protection certificates, and governmental exclusivity rights extending therefrom.

"QPCT Program" means the pre-clinical program conducted by Siena and focused on discovery and development of therapeutics for treatment of Huntington's and Alzheimer's Diseases;

"S1P3 Program" means the pre-clinical program conducted by Siena and focused on discovery and development of therapeutics for treatment of neurodegenerative diseases, pain, and inflammatory conditions.

"Compound Library" means the chemical samples and SAR possessed by Siena, that is not part of the Sellsistat, QPCT or S1P3 programs.

2. Recognition

By undersigning this Recognition Deed, the Individuals recognize, represent and warrant to Siena and Teva as follows:

- a) The inventions covered by the Patent Applications and the Know How have been generated by the Individuals while the Individuals were employed by Siena and in the performance of the employment relationship.
- b) With no prejudice to the Individuals' moral right to be identified as the authors of the above mentioned inventions covered by the Patent Rights and Know How, the entire right, title, and interest in and to said Patent Rights and Know How originated upon Siena by virtue of the employment relationship (pursuant to Article 64 of the Legislative Decree n. 30/2005).
- c) Chiara Caramelli, Cesare Federico, Emanuele Gabellieri, Matteo Magnani, Iolanda Micco e Georg Terstappen are the sole authors of the inventions covered by the Patent Applications.
- d) The Individuals have no claim, request or exception, of any nature whatsoever, in relation to such inventions, to the Patent Rights and to the Know How.
- e) The Individuals have not disclosed the Know How to any third party and covenant to maintain the Know-How secret.

f) The Individuals covenant that, at Teva's expense (in Teva's quality of assignee of the Patent Rights and Know How), they will each time a request is made and without undue delay: (i) execute and deliver all such papers as may be necessary or desirable to perfect title to Teva, its successors, assigns, or legal representatives; (ii) communicate to Teva, its successors, assigns, or legal representatives all known facts; (iii) testify in any administrative or legal proceedings, including any interference, arbitration, opposition, reexamination, inter partes review, post grant review, or litigation; (iv) execute and deliver all lawful papers and documents, including all petitions, specifications, affidavits, declarations, and disclaimers; and generally (v) do everything possible to aid Teva, its successors, assigns, and legal representatives to obtain, maintain, and enforce for its or their own benefit proper patent protection for said Invention or any part of it in any and all countries.

Signed by each of the Individuals:

Name: Chiara Caramelli

Date: 29/06/2016

Signature: Chiara Caramelli

Name: Cesare Federico

Date: _____

Signature: _____

Name: Emanuele Gabellieri

Date: _____

Signature: _____

Name: Matteo Magnani

Date: _____

Signature: _____

Name: Iolanda Micco

Date: _____

Signature: _____

Name: George C. Terstappen

Date: _____

Signature: _____

Name: Giuseppe Pollio

Date: _____

Signature: _____

Name: Letizia Magnoni

Date: _____

Signature: _____

Name: Martina Pollastrini

Date: _____

Signature: _____

Name: Laura Maccari

Date: _____

Signature: _____

Signed by and on behalf of **Siena Biotech s.p.a. in fallimento**

Signed at _____ on this _____ day of _____, 2016

Signature: _____

Dr. Silvana Carlone, Curatore Fallimentare

Signed by and on behalf of **Teva Pharmaceutical Industries Limited**

Signed at _____ on this _____ day of _____, 2016

Signature: _____

Signature: _____

609023889.2

RECOGNITION DEED

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Signed by each of the Individuals:

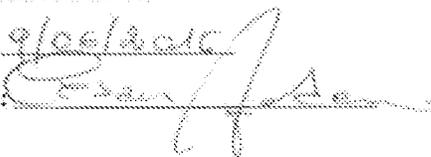
Name: Chiara Caramelli

Date: _____

Signature: _____

Name: Cesare Federico

Date: 29/06/2010

Signature: 

Name: Emanuele Gabellieri

Date: _____

Signature: _____

Name: Matteo Magnani

Date: _____

Signature: _____

Name: Iolanda Micco

Date: _____

Signature: _____

Name: George C. Terstappen

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Name: Giuseppe Pollio

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Signature: _____

Name: Letizia Magnoni

Date: _____

Signature: _____

Name: Martina Pollastrini

Date: _____

Signature: _____

Name: Laura Maccari

Date: _____

Signature: _____

Signed by and on behalf of **Siena Biotech s.p.a. in fallimento**

Signed at _____ on this _____ day of _____, 2016

Signature: _____

Dr. Silvana Carlone, Curatore Fallimentare

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Signed by each of the Individuals:

Name: Chiara Caramelli

Date: _____

Signature: _____

Name: Cesare Federico

Date: _____

Signature: _____

Name: Emanuele Gabellieri

Date: 29/06/2016

Signature: Emanuele Gabellieri

Name: Matteo Magnani

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Name: Iolanda Micco

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Signature: _____

Name: Letizia Magnoni

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Name: Martina Pollastrini

Date: _____

Signature: _____

Name: Laura Maccari

Date: _____

Signature: _____

Signed by and on behalf of **Siena Biotech s.p.a. in fallimento**

Signed at _____ on this _____ day of _____, 2016

Signature: _____

Dr. Silvana Carlone, Curatore Fallimentare

Signed by and on behalf of **Teva Pharmaceutical Industries Limited**

Signed at _____ on this _____ day of _____, 2016

Signature: _____

Signature: _____

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PATENT

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continuations, divisions, renewals, revivals, and any substitute applications of said patent application(s), and all the rights, privileges, and benefits therein, including the right to claim priority based on said patent application(s), and all right, title, and interest in and to any and all patents which may issue thereon, and any reissues, reexaminations, pipelines, extensions, supplementary protection certificates, and governmental exclusivity rights extending therefrom.

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"Patent Rights" means the Patent Applications and any other patent application filed or to be filed on or in relation wholly or partly to the Know How in any country or patent organization, including continuations, divisions, renewals, revivals, and any substitute applications of said patent applications, and all the rights, privileges, and benefits therein, including the right to claim priority based on said patent applications, and all right, title, and interest in and to any and all patents which may issue thereon, and any reissues, reexaminations, pipelines, extensions, supplementary protection certificates, and governmental exclusivity rights extending therefrom.

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"Compound Library" means the chemical samples and SAR possessed by Siena, that is not part of the Selisistat, QPCT or S1P3 programs.

2. Recognition

By undersigning this Recognition Deed, the Individuals recognize, represent and warrant to Siena and Teva as follows:

- a) The inventions covered by the Patent Applications and the Know How have been generated by the Individuals while the Individuals were employed by Siena and in the performance of the employment relationship.
- b) With no prejudice to the Individuals' moral right to be identified as the authors of the above mentioned inventions covered by the Patent Rights and Know How, the entire right, title, and interest in and to said Patent Rights and Know How originated upon Siena by virtue of the employment relationship (pursuant to Article 64 of the Legislative Decree n. 30/2005).
- c) Chiara Caramelli, Cesare Federico, Emanuele Gabellieri, Matteo Magnani, Iolanda Micco e Georg Terstappen are the sole authors of the inventions covered by the Patent Applications.
- d) The Individuals have no claim, request or exception, of any nature whatsoever, in relation to such inventions, to the Patent Rights and to the Know How.
- e) The Individuals have not disclosed the Know How to any third party and covenant to maintain the Know-How secret.

f) The Individuals covenant that, at Teva's expense (in Teva's quality of assignee of the Patent Rights and Know How), they will each time a request is made and without undue delay: (i) execute and deliver all such papers as may be necessary or desirable to perfect title to Teva, its successors, assigns, or legal representatives; (ii) communicate to Teva, its successors, assigns, or legal representatives all known facts; (iii) testify in any administrative or legal proceedings, including any interference, arbitration, opposition, reexamination, inter partes review, post grant review, or litigation; (iv) execute and deliver all lawful papers and documents, including all petitions, specifications, affidavits, declarations, and disclaimers; and generally (v) do everything possible to aid Teva, its successors, assigns, and legal representatives to obtain, maintain, and enforce for its or their own benefit proper patent protection for said Invention or any part of it in any and all countries.

Signed by each of the Individuals:

Name: Chiara Caramelli

Date: _____

Signature: _____

Name: Cesare Federico

Date: _____

Signature: _____

Name: Emanuele Gabellieri

Date: _____

Signature: _____

Name: Matteo Magnani

Date: 29/05/2016

Signature: 

Name: Iolanda Micco

Date: _____

Signature: _____

Name: George C. Terstappen

Date: _____

Signature: _____

Name: Giuseppe Pollio

Date: _____

Signature: _____

Name: Letizia Magnoni

Date: _____

Signature: _____

Name: Martina Pollastrini

Date: _____

Signature: _____

Name: Laura Maccari

Date: _____

Signature: _____

Signed by and on behalf of **Siena Biotech s.p.a. in fallimento**

Signed at _____ on this _____ day of _____, 2016

Signature: _____

Dr. Silvana Carlone, Curatore Fallimentare

Signed by and on behalf of **Teva Pharmaceutical Industries Limited**

Signed at _____ on this _____ day of _____, 2016

Signature: _____

Signature: _____

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RECOGNITION DEED

The undersigned:

Chiara Caramelli, residing in Via Rossini 14, I-53018 Sovicille, Italy

Cesare Federico, residing in Via del Luschetto 95, I-06126 Perugia, Italy

Emanuele Gabellieri, residing in Avenue Parc De La Rouvraie 10, CH-1018 Lausanne, Switzerland

Matteo Magnani, residing in Via Sandro Pertini 9, I-52015 Pratovecchio, Italy

Iolanda Micco, residing in 10 Dover Rise, Heritage View Tower B, #10-08, Singapore 138680

George C. Terstappen, residing in Panoramastrasse 11, 67271 Battenberg, Pfalz, Germany

Giuseppe Pollio, residing in Strada di Sestano 50, I-53019 Castelnuovo Berardenga (SI) Italy

Letizia Magnoni, residing in Strada di Busseto 26, I-53100, Siena, Italy

Martina Pollastrini, residing in Strada di Petroio 13/I, I-53019 Castelnuovo Berardenga (SI) Italy

Laura Maccari, residing in Via Lauretana 10, I-53041 Asciano, Italy

(hereinafter referred to as "**Individuals**")

hereby provide the representations, warranties and covenants as set forth in Section 2 of this deed to:

Siena Biotech s.p.a. in fallimento, a company incorporated and validly existing under the laws of Italy, with registered office at Siena, registered with the companies register of Siena, n. SI-114438 (P. IVA and cod. fiscale 01024210526), represented by Silvana Carlone in her capacity as liquidator appointed on 27 March 2015 by the Court of Siena (the "**Liquidator**"), duly empowered pursuant to article 105 and following of the R.D. 267/1942 on 15 July 2015 by the Court of Siena, domiciled in Montalcino, Siena, Via Piave n. 32, I-23024, tax code 01024210526 (hereinafter referred to as the "**Siena**"); and

Teva Pharmaceutical Industries Limited, a company organized and validly existing under the laws of Israel, with registered office at 5 Basel Street, Petach Tikva 4951033, Israel (hereinafter referred to as the "**Teva**"), in its quality of purchaser of certain assets from Siena.

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Signature: _____

Name: Iolanda Micco

Date: 30/06/2016

Signature:  _____

Name: George C. Terstappen

Date: _____

Signature: _____

Name: Giuseppe Pollio

Date: _____

Signature: _____

Name: Letizia Magnoni

Date: _____

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Name: Martina Pollastrini

Date: _____

Signature: _____

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Date: _____

Signature: _____

Signed by and on behalf of **Siena Biotech s.p.a. in fallimento**

Signed at _____ on this _____ day of _____, 2016

Signature: _____

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Date: _____

Signature: _____

Name: Iolanda Micco

Date: _____

Signature: _____

Name: George C. Terstappen

Date: 28.6.2016
Signature: 

Name: Giuseppe Pollio
Date: _____
Signature: _____

Name: Letizia Magnoni
Date: _____
Signature: _____

Name: Martina Pollastrini
Date: _____
Signature: _____

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Date: _____
Signature: _____

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Signed at _____ on this _____ day of _____

Signature: _____

Dr. Silvana Carlone, Curatore Fallimentare