

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4192700

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AXOVANT SCIENCES LTD.	12/13/2016

RECEIVING PARTY DATA

Name:	AXOVANT SCIENCES GMBH
Street Address:	C/O VISCHER AG
Internal Address:	AESCHENVORSTADT 4
City:	BASEL
State/Country:	SWITZERLAND
Postal Code:	CH-4010

PROPERTY NUMBERS Total: 58

Property Type	Number
Application Number:	10509078
Application Number:	12205079
Application Number:	12541456
Application Number:	12847039
Application Number:	13152356
Application Number:	10572670
Application Number:	11719808
Application Number:	12067537
Application Number:	12531896
Application Number:	12746968
Application Number:	14802036
Application Number:	62107915
Application Number:	62116342
Application Number:	62162068
Application Number:	15149040
Application Number:	62162060
Application Number:	62162138
Application Number:	62162193
Application Number:	15149053

PATENT

Property Type	Number
Application Number:	62168246
Application Number:	62169414
Application Number:	62182225
Application Number:	62158422
Application Number:	62165034
Application Number:	62167986
Application Number:	62189089
Application Number:	62191189
Application Number:	62201513
Application Number:	62239530
Application Number:	62251534
Application Number:	62256349
Application Number:	62261115
Application Number:	62289643
Application Number:	62289162
Application Number:	62165532
Application Number:	62289730
Application Number:	62192959
Application Number:	62174983
Application Number:	15179926
Application Number:	62194084
Application Number:	62236562
Application Number:	62263967
Application Number:	62278198
Application Number:	62191222
Application Number:	62261470
Application Number:	62192939
Application Number:	15211638
Application Number:	62236618
Application Number:	62261381
Application Number:	62299725
Application Number:	62406821
Application Number:	62294961
Application Number:	62296556
Application Number:	62375355
PCT Number:	US2016031359
PCT Number:	US2016031367
PCT Number:	US2016037090

Property Type	Number
PCT Number:	US2016042556

CORRESPONDENCE DATA

Fax Number: (412)281-0717
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: (412) 454-5000

Email: docketingpgh@pepperlaw.com

Correspondent Name: PEPPER HAMILTON LLP

Address Line 1: 500 GRANT STREET

Address Line 2: SUITE 5000

Address Line 4: PITTSBURGH, PENNSYLVANIA 15219-2507

ATTORNEY DOCKET NUMBER:	142956.1
NAME OF SUBMITTER:	PIERRE QUEIROZ DE OLIVEIRA, REG. NO. 688
SIGNATURE:	/Pierre Queiroz de Oliveira/
DATE SIGNED:	12/20/2016

Total Attachments: 12

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EXHIBIT A

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“Agreement”) is by and between Axovant Sciences Ltd, an exempted limited liability company incorporated under the laws of Bermuda, with offices at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda (“Contributor”) and Axovant Sciences GmbH, a Switzerland limited liability company, having an address of c/o Vischer AG, Aeschenvorstadt 4, CH-4010 Basel, Switzerland (“Recipient”). Each of the Contributor and the Recipient are referred to in this Agreement as a “party” and together as the “parties”.

WHEREAS, Contributor and Recipient have entered that certain Asset Contribution Agreement dated December 13th, 2016 (the “Asset Contribution Agreement”) pursuant to which Contributor transferred, assigned, conveyed, granted and delivered to Recipient and Recipient accepted from Contributor certain Assigned Assets, including the Contributor’s rights, title, claims and interest in and to the patents and patent applications, including provisional patent applications set forth on Schedule A hereto.

WHEREAS, Contributor and Recipient desire to confirm and effectuate such assignment of the Assigned Patents (as defined below) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Asset Contribution Agreement.

2. Assignment. Contributor does hereby irrevocably sell, assign, transfer, convey, grant and set over unto Recipient, its legal representatives, successors, and assigns Contributor’s entire right, title, claim and interest that exists today or may exist in the future in and to (i) all national, regional and international patents and patent applications, including provisional patent applications, set forth on Schedule A attached hereto (the “Patents”), and the inventions disclosed in such Patents, (ii) any and all patent applications filed from such Patents or from an application claiming priority from any of such Patents, or based in whole or in part on such inventions disclosed in such Patents, including divisionals, continuations, continuations-in-part, substitutions, provisionals, converted provisionals, and continued prosecution applications, (iii) any and all patents that have issued or been granted or in the future issue or are granted in the United States or any other jurisdiction from the Patents and the patents and patent applications described in clause (ii), including utility models, petty patents and design patents and certificates of invention and (iv) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations, supplemental examinations, inter partes reviews, post-grant reviews, oppositions and other existing or future post-issuance proceedings, and extensions (including future pending or issued unexpired patent term extension or supplemental protection certificate or equivalent extension

right) of the Patents or the patents or patent applications described in the foregoing clauses (ii) and/or (iii); and (v) all rights under the International Convention for the Protection of Industrial Property ((i) through (v), collectively, the “Assigned Patents”). The rights granted by Contributor to Recipient under the Assigned Patents shall include, without limitation, all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Patents, including the right to any damages accrued for infringement of the Assigned Patents prior to the date of this Agreement, the right to any extension, supplemental protection certificate or equivalent extension right (including the right to rely upon any activities of Contributor before any regulatory authority for purposes of obtaining any extension, supplemental protection certificate or equivalent extension right), and all goodwill associated with such Assigned Patents. The assignment of rights under the Assigned Patents set forth in this Section 2 shall be held and enjoyed by Recipient, its successors and assigns for its and their own use and benefit to the full end of the term for the Assigned Patents (as may be granted or extended) from and after the date of such assignment as fully and entirely as the same would have been held and enjoyed by Contributor had such assignment not been made.

3. Acceptance of Assignment. As of December 13th, 2016, Recipient hereby receives and accepts the assignment, transfer, conveyance, grant and set over of the rights and properties hereby assigned, transferred and conveyed to it herein from Contributor.

4. Further Assurances. Contributor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement. Furthermore, Contributor will, at any time upon request, without further or additional consideration, but at the expense of Recipient, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things as Recipient may deem necessary or desirable to transfer to Assignee the Assigned Patents and the inventions disclosed in the Assigned Patents, to vest and confirm in Assignee the legal title to the Assigned Patents, and to perfect Recipient’s enjoyment of this grant. Contributor will render all necessary assistance in making application for or obtaining original patents or applications, continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, for such Assigned Patents, and in enforcing any rights or choses in action accruing in connection with such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the successors, assigns and legal representatives of Contributor and Recipient. The undersigned requests that any patents that may be issued on the Assigned Patents or any invention disclosed in the Assigned Patents be issued to Recipient, its legal representatives, successors or assigns, as an owner of the entire right, title and interest in and to such patent and the Assigned Patents covered thereby.

5. Recordation. Contributor hereby consents to, requests 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 letters patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Assigned Patents and the inventions disclosed in the Assigned

Patents in the name of Recipient, as the Recipient to the entire interest therein. Recipient shall have the right to file patent applications included in the Assigned Patents in any country.

6. Entire Agreement. This Agreement, together with the Asset Contribution Agreement, constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Agreement and the Asset Contribution Agreement.

7. Amendments and Waiver. No modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

9. Governing Law. This Agreement and all matters relating thereto and arising therefrom shall be governed by, administered under and construed in accordance with the laws of the State of New York, and the patent laws of the United States, without reference to provisions of conflicts of laws, and the courts of the County of New York of the State of New York shall have exclusive jurisdiction with respect thereto.

10. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

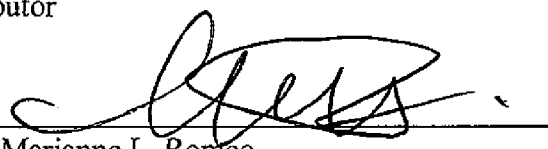
11. Counterparts. This Agreement may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument. The signatures of both parties need not appear on the same document. The delivery of signed counterparts by facsimile or email transmission that includes a copy of a sending party's signature is as effective as signing and delivering the counterpart in person.

12. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the date set forth above.

Axovant Sciences Ltd.
Contributor

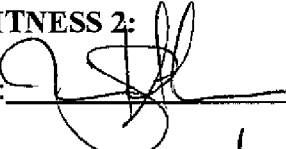
By: 
Name: Marianne L. Romeo
Title: Head, Global Transactions & Risk Management
Date: December 13, 2016
Place: Hamilton Bermuda

WITNESS 1:

By: 

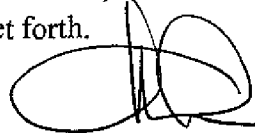
Name: MELISSA BUTLER

WITNESS 2:

By: 

Name: MONICA ADAMS

On this 13th day of December, 2016, before me personally appeared Marianne L. Romeo, Head, Global Transactions & Risk Management, of Axovant Sciences Ltd., known to be the person named in and who executed the attached document, and acknowledged to me that he executed the same for the uses and purposes therein set forth.

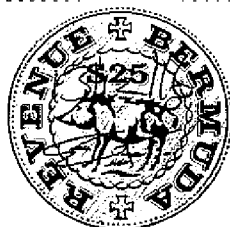
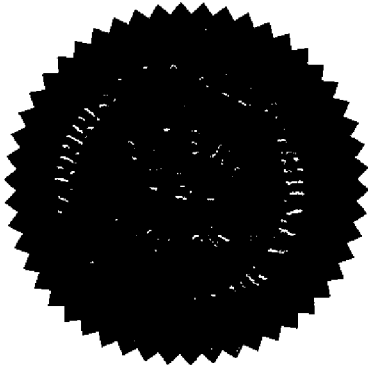

CHIARA NICOL TAYLOR NANNINI
Notary Public

Notary Public

DEC 13 2016

Date

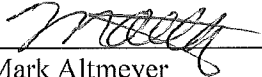
My commission expires ON DEATH



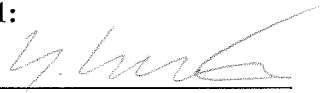
Axovant Sciences GmbH
Recipient

PATENT
REEL: 041033 FRAME: 0333

Axovant Sciences GmbH
Recipient

By: 
Name: Mark Altmeyer
Title: Chairman, Board of Directors
Date: December 13, 2016
Place: Basel, Switzerland

WITNESS 1:

By: 

Name: Sebastian Schenk

WITNESS 2:

By: 

Name: Silvia Plattner

ATTESTATION

I, the undersigned Civil Law Notary in Basel, Switzerland, Dr. Roland M. Müller, certify herewith that the signature attached heretofore is the genuine signature of **Mr. Mark Altmeyer**, citizen of the United States of America, residing in Zurich, Switzerland; acting for **Axovant Sciences GmbH**, in Basel, Switzerland, as authorized signatory, with single signature.

The authenticity of the signature was established by means of comparison.

BASEL, Switzerland, this 14th day of December 2016 (two thousand and sixteen)

Leg. Prot. ____/2016

SCHEDULE A**(to Patent Assignment Agreement)**

Case Number	Country	Application Number	Filing Date	Patent Number	Issue Date	Status
142956.00144	AI	AI/A/2008/00067	09/18/2008	AI/A/2008/00067	12/01/2008	Abandoned
142956.00125	AR	P030101028	03/25/2003	AR039127	06/27/2013	Granted
142956.00156	AT	03714889.7	03/25/2003	398108	06/11/2008	Granted
142956.00107	AU	2003219103	03/25/2003	2003219103	02/05/2009	Granted
142956.00157	BE	03714889.7	03/25/2003	1497266	06/11/2008	Granted
142956.00158	BG	03714889.7	03/25/2003	1497266	06/11/2008	Granted
142956.00145	BM	357EP	09/12/2008	357EP	02/15/2010	Granted
142956.00147	BN		09/09/2008	RP/63/2008	12/22/2008	Abandoned
142956.00116	BR	PI0308696-8	03/25/2003			Published
142956.00105	CA	2479786	03/25/2003	2479786	11/29/2011	Granted
142956.00159	CH	03714889.7	03/25/2003	1497266	06/11/2008	Granted
142956.00108	CN	03811644.8	03/25/2003	03811644.8	05/16/2007	Granted
142956.00155	CO	04-092872	03/25/2003	819	10/26/2010	Granted
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142956.00166	DE	03714889.7	03/25/2003	60321558.0	06/11/2008	Granted
142956.00167	DK	03714889.7	03/25/2003	1497266	06/11/2008	Granted
142956.00168	EE	03714889.7	03/25/2003	1497266	06/11/2008	Granted
142956.00123	EP	03714889.7	03/25/2003	1497266	06/11/2008	Granted
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142956.00163	GG	EP1497266	01/15/2010	EP1497266	01/15/2010	Granted
142956.00143	GI	594	09/23/2008	594	09/23/2008	Granted
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142956.00177	GR	20080402270	03/25/2003	3066416	06/11/2008	Granted
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142956.00129	IL	164108	03/25/2003	164108	09/01/2010	Granted
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142956.00164	IS	7470	03/25/2003	2599	04/15/2010	Granted
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142956.00106	MX	PA/a/2004/009318	03/25/2003	256850	05/02/2008	Granted

SCHEDULE A**(to Patent Assignment Agreement)**

Case Number	Country	Application Number	Filing Date	Patent Number	Issue Date	Status
142956.00126	MY	PI20031054	03/25/2003	MY-138836-A	07/31/2009	Granted
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142956.00127	PH	1-2004-501484	03/25/2003	1-2004-501484	05/31/2013	Granted
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142956.00195	RO	03714889.7	03/25/2003	1497266	06/11/2008	Granted
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SCHEDULE A**(to Patent Assignment Agreement)**

Case Number	Country	Application Number	Filing Date	Patent Number	Issue Date	Status
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142956.00295	GB	04765655.8	09/23/2004	1667975	11/28/2007	Abandoned
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142956.00247	HR	04765655.8	09/23/2004	P20080055	11/28/2007	Abandoned
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142956.00285	SK	04765655.8	09/23/2004	1667975	11/28/2007	Abandoned
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142956.00308	GB	0425548.5	11/19/2004			Abandoned
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142956.00403	EP	06792321.9	09/26/2006			Abandoned

SCHEDULE A**(to Patent Assignment Agreement)**

Case Number	Country	Application Number	Filing Date	Patent Number	Issue Date	Status
142956.00408	GB	0519758.7	09/28/2005			Abandoned
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142956.00529	ES	08718011.3	03/19/2008	2389958T3	07/04/2012	Granted
142956.00526	FR	08718011.3	03/19/2008	2120950	07/04/2012	Granted
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142956.00618	GB	0724285.2	12/12/2007			Abandoned
142956.00601	US	12/746968	06/09/2010	9084742	07/21/2015	Granted
142956.00611	US	14/802036	07/17/2015			Published
142956.00602	WO	PCT/EP2008/067225	12/10/2008			Expired
142956.00700	US	62/107915	01/26/2015			Expired
142956.00800	US	62/116342	02/13/2015			Abandoned
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142956.00902	WO	PCT/US2016/031359	05/06/2016			Pending
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142956.01155	CO	04-092872A	03/25/2003	1180	03/11/2011	Abandoned
142956.01135	CY	CY20121100804	03/25/2003	CY1113306	06/13/2012	Granted
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142956.01177	GR	08157490.7	03/25/2003	3078701	06/13/2012	Granted
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SCHEDULE A**(to Patent Assignment Agreement)**

Case Number	Country	Application Number	Filing Date	Patent Number	Issue Date	Status
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142956.01185	LV	08157490.7	03/25/2003	1956004	06/13/2012	Granted
142956.01188	MC	08157490.7	03/25/2003	1956004	06/13/2012	Granted
142956.01189	NL	08157490.7	03/25/2003	1956004	06/13/2012	Granted
142956.01139	PK	1144/2006	09/08/2006	139607	06/05/2008	Abandoned
142956.01194	PT	08157490.7	03/25/2003	1956004	06/13/2012	Granted
142956.01195	RO	08157490.7	03/25/2003	1956004	06/13/2012	Granted
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142956.01197	SI	08157490.7	03/25/2003	1956004	06/13/2012	Granted
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142956.01425	AR	20160101330	05/09/2016			Pending
142956.01439	PK	270/2016	05/09/2016			Pending
142956.01419	TW	105114336	05/09/2016			Pending
142956.01400	US	62/162193	05/15/2015			Expired
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142956.01430	US	62/182225	06/19/2015			Expired
142956.01402	WO	PCT/US2016/031367	05/06/2016			Pending
142956.01500	US	62/158422	05/07/2015			Expired
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142956.01550	US	62/201513	08/05/2015			Pending
142956.01560	US	62/239530	10/09/2015			Pending
142956.01570	US	62/251534	11/05/2015			Pending
142956.01580	US	62/256349	11/17/2015			Pending
142956.01590	US	62/261115	11/30/2015			Pending
142956.01598	US	62/289643	02/01/2016			Pending
142956.01599	US	62/289162	01/29/2016			Pending
142956.01600	US	62/165532	05/22/2015			Abandoned
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142956.02406	AR	20160101753	06/13/2016			Pending
142956.02409	PK	346/2016	06/13/2016			Pending
142956.02408	TW	105118422	06/13/2016			Pending
142956.02400	US	62/174983	06/12/2015			Expired
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142956.02410	US	62/194084	07/17/2015			Pending
142956.02420	US	62/236562	10/02/2015			Pending
142956.02430	US	62/263967	12/07/2015			Pending
142956.02440	US	62/278198	01/13/2016			Pending

SCHEDULE A**(to Patent Assignment Agreement)**

Case Number	Country	Application Number	Filing Date	Patent Number	Issue Date	Status
142956.02402	WO	PCT/US2016/037090	06/10/2016			Pending
142956.02500	US	62/191222	07/10/2015			Abandoned
142956.02510	US	62/261470	12/01/2015			Abandoned
142956.02606	AR	20160102171	07/18/2016			Pending
142956.02609	PK	435/2016	07/15/2016			Pending
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142956.02600	US	62/192939	07/15/2015			Expired
142956.02601	US	15/211638	07/15/2016			Pending
142956.02602	WO	PCT/US2016/042556	07/15/2016			Pending
142956.02700	US	62/236618	10/02/2015			Pending
142956.02710	US	62/261381	12/01/2015			Pending
142956.02800	US	62/299725	02/25/2016			Pending
142956.02810	US	62/406821	10/11/2016			Pending
142956.02900	US	62/294961	02/12/2016			Pending
142956.02910	US	62/296556	02/17/2016			Pending
142956.03100	US	62/375355	08/15/2016			Pending
142956.03400	US	62/429,547	12/02/2016			Pending