504194602 01/25/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4241277

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
THERAVANCE, INC.	06/01/2014	

RECEIVING PARTY DATA

Name:	THERAVANCE BIOPHARMA R&D IP, LLC		
Street Address: 901 GATEWAY BOULEVARD			
City:	SOUTH SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94080		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14883856

CORRESPONDENCE DATA

Fax Number: (877)769-7945

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: (617) 368-2119 Email: apsi@fr.com

Correspondent Name: VASILY A. IGNATENKO Address Line 1: FISH & RICHARDSON P.C.

Address Line 2: P.O.BOX 1022

Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	41503-0023002
NAME OF SUBMITTER:	CHRISTINE M. GRACE
SIGNATURE:	/Christine M. Grace/
DATE SIGNED:	01/25/2017

Total Attachments: 4

source=assignment-pat-33123-578#page2.tif source=assignment-pat-33123-578#page3.tif source=assignment-pat-33123-578#page4.tif source=assignment-pat-33123-578#page5.tif

> **PATENT REEL: 041072 FRAME: 0626** 504194602

Patent Assignment

WHEREAS, Theravance, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 951 Gateway Boulevard, South San Francisco, California 94080 (the "Assignor"), is the sole owner of the patents and patent applications listed in EXHIBIT A (such patents and patent applications and the inventions set forth therein are collectively the "Assigned Patents");

WHEREAS, Theravance Biopharma R&D IP, LLC, a limited liability company duly organized under and pursuant to the laws of Delaware and having its principal place of business at 901 Gateway Boulevard, South San Francisco, California 94080 (the "Assignee"), is desirous of acquiring Assignor's entire right, title and interest in and to the Assigned Patents, and in and to any subsequent patent applications and patents filed or granted thereon or therefrom, and Assignor is willing to assign its rights, title, and interest with respect thereto to the Assignee on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer, set over and relinquishes exclusively unto the Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to: the Assigned Patents including, to the extent of Assignor's rights, the right to file patent applications on inventions set forth in the Assigned Patents; the right to claim priority to any of the Assigned Patents; the entire right, title and interest in and to any subsequent U.S. and foreign patent applications and patents claiming priority to any of the Assigned Patents, and in and to any U.S. and foreign patent applications and patents that claim priority to a patent application or patent arising from the Assigned Patents; any U.S. and foreign patents that may be granted on and from any of the Assigned Patents; any applications, divisionals, continuations, continuations-in-part, reexaminations, reissues, registrations, renewals, revalidations, substitutions, utility models, petty patents, extensions, and supplementary protection certificates that may be filed or granted on or for any of the Assigned Patents; all accrued causes of action for infringement of any of the foregoing; and all rights to and for the Assigned Patents under the Paris Convention for the Protection of Industrial Property; the same to be held and enjoyed by the Assignee, for its own use and behalf and for the use and behalf of its successors, legal representatives and assigns, to the full end of the term of the Assigned Patents and any such patents that may be granted thereon or therefrom as fully and entirely as if the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

> PATENT REEL: 0**3302**2 FRAME: 06**29**

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that the Assignor has not executed and will not execute any assignment, sale, agreement or encumbrance in conflict with this assignment.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that, at the Assignee's expense and reasonable request, the Assignor will take action and execute documents necessary to perfect the interest assigned herein.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that whenever counsel for the Assignee, or the counsel for its successors, legal representatives and assigns, shall advise that any proceeding, filing or other legal action in connection with the Assigned Patents or any patent applications and patents resulting therefrom is lawful and desirable, Assignor will, to the extent reasonable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Assigned Patents and patent applications and patents resulting therefrom, without charge to the Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

AND the Assignor hereby requests the Director of the United States Patent and Trademark Office, and all foreign patent offices, to issue any and all patents resulting from the Assigned Patents or from any patent applications filed thereon or therefrom to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Assignor hereby has executed this assignment on this 1st day of 2014, at South San Francisco, California, USA.

--2--

Theravance, Inc. (Assignor)

effre A. Hagenah

Vice President & Chief Patent Counsel

& Assistant Secretary

Theravance, Inc. 951 Gateway Blvd. South San Francisco, CA 94080 USA

PATENT

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA COUNTY OF SAN MATEO

On Jule	_, 2014,	before	me, N	Maria	Chuaka	ay, Not	ary P	ublic,
personany appeared .	ienrey A.	Hagena	n, who) prov	ed to n	ne on t	he ba	sis of
satisfactory evidence	to be the p	erson w	vhose i	name i	s subsc	ribed to	the v	within
instrument and acknow	wledged to	me that	he exe	ecuted	the san	ne in his	autho	orized
capacity, and that by h	is signature	on the	instrun	nent th	e persoi	n, or the	entity	upon
behalf of which the pe	rson acted,	executed	d the in	istrume	ent.			

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mana Chualay (Seal)

Notary Public

MARIA CHUAKAY
Commission # 2050270
Notary Public - California
San Mateo County
My Comm. Expires Dec 24, 2017

EXHIBIT A

Docket No.	Country	untry Sub Status Application Case Status Number		Filing Date	Patent Number	Grant Date	
P-294	AR	01	Pending	2012 01 04114	11/02/2012		
P-294	AU	01	Pending		05/07/2014		**
P-294	BR	01	Pending	1120140104018	04/30/2014		
P-294	CA	01	Pending		04/16/2014		
P-294	CL	01	Pending	1110-2014	04/29/2014		
P-294	CN	01	Pending		05/05/2014		······································
P-294	со	01	Pending	14-090.226	04/28/2014		
P-294	EG	01	Pending	561/2014	04/28/2014		
P-294	EP	01	Pending	12 783 835.7			
P-294	GC	01	Pending	22611	11/03/2012		· · · · · · · · · · · · · · · · · · ·
P-294	ID	01	Pending	P-00 2014 02558	04/30/2014		
P-294	1L	01	Pending	1	04/09/2014		4
P-294	IN	01	Pending	3018/DELNP/201 4	04/16/2014		
P-294	JP	01	Pending		05/01/2014		
P-294	KR	01	Pending				
P-294	МХ	01	Pending	MX/a/2014/0053 42	05/02/2014		Alvaria
P-294	MY	01	Pending	PI 2014001017	04/04/2014		
P-294	NZ	01	Pending	623846	04/15/2014		
P-294	PH	01	Pending	1-2014-500988	05/02/2014		
P-294	RU	01	Pending				-41
P-294	SG	01	Pending	11201401891R	04/29/2014		
P-294	TH	01	Pending	1401002423	05/02/2014		
P-294	TW	01	Pending	101140863	11/02/2012		
P-294	US	01	Pending	13/667,197	11/02/2012		,
P-294	US	PR1	Expired	61/555,056	11/03/2011		
P-294	US	PR2	Expired	61/600,089	02/17/2012		
P-294	US	PR3	Expired	61/637,961	04/25/2012		
P-294	VE	01	Pending	1404-2012	11/02/2012		
P-294	VN	01	Pending		` ```		
P-294	wo		Nat Phase	PCT/US2012/063 181	11/02/2012		
P-294	ZA	01	Pending	2014/03198	05/02/2014		

[Remainder of page intentionally left blank]