

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4332218

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF JOINT OWNERSHIP CLAIM
CONVEYING PARTY DATA	
Name	Execution Date
DR. STEFANO FIORUCCI	03/22/2017
RECEIVING PARTY DATA	
Name:	DR. STEFANO FIORUCCI
Street Address:	20 SHAWNEE DR.
Internal Address:	SUITE B
City:	WATCHUNG
State/Country:	NEW JERSEY
Postal Code:	07069
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7858608
Patent Number:	7932244
Patent Number:	8546365
Patent Number:	8114862
Patent Number:	8410083
Patent Number:	8445472
Patent Number:	8796249
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>	
Phone:	908-310-2764
Email:	GDIEHL@DIEHLTRIALS.COM
Correspondent Name:	GLEN M. DIEHL
Address Line 1:	20 SHAWNEE DR.
Address Line 2:	SUITE B
Address Line 4:	WATCHUNG, NEW JERSEY 07069
NAME OF SUBMITTER:	GLEN DIEHL
SIGNATURE:	/GLENDIEHL/
DATE SIGNED:	03/23/2017

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Total Attachments: 32

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NOTICE OF JOINT OWNERSHIP CLAIM

Whereas, Stefano Fiorucci ("Fiorucci"), residing in Italy, is a party to a dispute concerning the ownership of patents and patent applications with Intercept Pharmaceuticals, Inc. ("Intercept").

Whereas Intercept has previously recorded assignment documents relating to patents and patent applications that Fiorucci contends he jointly owns with Intercept, and Fiorucci desires to give the world notice to his claims.

Whereas, Fiorucci contends that he has ownership interests associated with certain patents and patent applications, including United States Patent Nos. 7,858,608; 7,932,244; 8,546,365 and all continuation and divisional applications from these patents (collectively "THE FXR PATENTS AND PATENT APPLICATIONS") and including United States Patent Nos. 8,114,862; 8,410,083; 8,445,472; 8,796,249 and all continuation and divisional applications from these patents (collectively "THE TGR5 PATENTS AND PATENT APPLICATIONS") and Intercept contends he does not.

Whereas, as of the date of the filing of this assignment, a litigation concerning this dispute is ongoing in the United States District Court for the District of Delaware, Civil Action No. 14-1313 (RGA) ("the Litigation"), and the PACER Docket Sheet for the Litigation is attached as Exhibit A.

Whereas, in the Litigation, on December 17, 2016 Fiorucci moved for summary judgment of patent ownership and, on January 18, 2017, Intercept cross moved for summary judgment, and the relevant briefs and papers are available by accessing the Litigation on PACER at docket entries 100-104, 111-113, 123-126 and 132-133, all of which are incorporated by reference.

Whereas, the basis for Fiorucci's joint ownership claims are found in these publicly available documents, which include a recently unsealed 2006 Consulting Agreement and a recently unsealed 2008 Letter Agreement, which are attached as Exhibits B and C, respectively.

NOW, THEREFORE, notice is given that Dr. Fiorucci contends he has been, and is presently, a joint owner of the FXR PATENTS AND PATENT APPLICATIONS and/or the TGR5 PATENTS AND PATENT APPLICATIONS. If the Litigation is resolved by a judgment that Dr. Fiorucci is a joint owner of the FXR PATENTS AND PATENT APPLICATIONS and/or the TGR5 PATENTS AND PATENT APPLICATIONS, or if the Litigation is terminated without a judgment that Intercept owns these patents, Fiorucci will then assign his rights in the FXR PATENTS AND PATENT APPLICATIONS and/or the TGR5 PATENTS AND PATENT APPLICATIONS.

Date: March 22, 2017


Stefano Fiorucci

EXHIBIT A

MEDIATION-MPT,PATENT

**U.S. District Court
District of Delaware (Wilmington)
CIVIL DOCKET FOR CASE #: 1:14-cv-01313-RGA**

Intercept Pharmaceuticals Inc. v. Fiorucci
Assigned to: Judge Richard G. Andrews
Cause: 28:1330 Breach of Contract

Date Filed: 10/15/2014
Jury Demand: Plaintiff
Nature of Suit: 830 Patent
Jurisdiction: Federal Question

Plaintiff

Intercept Pharmaceuticals Inc.

represented by **Thomas C. Grimm**
Morris, Nichols, Arsht & Tunnell LLP
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
(302) 658-9200
Email: tcgefiling@mnat.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Elizabeth Trafton
Email: etrafton@cooley.com
PRO HAC VICE
ATTORNEY TO BE NOTICED

Jeremy A. Tigan
Morris, Nichols, Arsht & Tunnell LLP
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
302-351-9106
Email: jtigan@mnat.com
ATTORNEY TO BE NOTICED

Scott A. Sukenick
Email: ssukenick@cooley.com
PRO HAC VICE
ATTORNEY TO BE NOTICED

V.

Defendant

Stefano Fiorucci

represented by **George Pazuniak**
O'Kelly & Ernst LLC
901 North Market Street
Suite 1000

**PATENT
REEL: 042072 FRAME: 0647**

Wilmington, DE 19801
 (302) 478-4230
 Email: GP@del-iplaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Counter Claimant

Stefano Fiorucci

represented by **George Pazuniak**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Counter Defendant

Intercept Pharmaceuticals Inc.

represented by **Thomas C. Grimm**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Jeremy A. Tigan
 (See above for address)
ATTORNEY TO BE NOTICED

Counter Defendant

Intercept Pharmaceuticals Inc.

represented by **Thomas C. Grimm**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Elizabeth Trafton
 (See above for address)
ATTORNEY TO BE NOTICED

Jeremy A. Tigan
 (See above for address)
ATTORNEY TO BE NOTICED

Scott A. Sukenick
 (See above for address)
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
10/15/2014	<u>1</u>	COMPLAINT filed against Stefano Fiorucci - Magistrate Consent Notice to Pltf. (Filing fee \$ 400, receipt number 311-1608326.) - filed by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Civil Cover Sheet)(dmp,) (Entered: 10/16/2014)

PATENT

REEL: 042072 FRAME: 0648

10/15/2014	<u>2</u>	Notice, Consent and Referral forms re: U.S. Magistrate Judge jurisdiction. (dmp,) (Entered: 10/16/2014)
10/15/2014	<u>3</u>	Report to the Commissioner of Patents and Trademarks for Patent/Trademark Number(s) 8,546,365 B2; 7,932,244 B2; 7,858,608 B2; 8,410,083 B2; 8,114,862 B2; 8,445,472 B2;. (dmp,) (Entered: 10/16/2014)
10/15/2014	<u>4</u>	Disclosure Statement pursuant to Rule 7.1: No Parents or Affiliates Listed filed by Intercept Pharmaceuticals Inc.. (dmp,) (Entered: 10/16/2014)
10/16/2014		Summons Issued with Magistrate Consent Notice attached as to Stefano Fiorucci on 10/16/2014. Requesting party or attorney should pick up issued summons at the Help Desk, Room 4209, or call 302-573-6170 and ask the Clerk to mail the summons to them. (dmp,) (Entered: 10/16/2014)
10/22/2014		Case Assigned to Judge Richard G. Andrews. Please include the initials of the Judge (RGA) after the case number on all documents filed. (rjb) (Entered: 10/22/2014)
11/07/2014	<u>5</u>	AFFIDAVIT of Service for Complaint and Summons served on Stefano Fiorucci on October 21, 2014, filed by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibit A)(Tigan, Jeremy) (Entered: 11/07/2014)
12/01/2014	<u>6</u>	ORAL ORDER: Whereas Defendant was served on October 21, 2014 (see D.I. <u>5</u>), and to date an Answer has not been filed. Now Plaintiff's counsel shall file a status letter with the Court within 3 days from the entry of this Order.. Ordered by Judge Richard G. Andrews on 12/1/2014. (nms) (Entered: 12/01/2014)
12/01/2014	<u>7</u>	ANSWER to <u>1</u> Complaint, and COUNTERCLAIMS against Intercept Pharmaceuticals Inc., by Stefano Fiorucci.(nms) (Entered: 12/02/2014)
12/03/2014	<u>8</u>	Letter to The Honorable Richard G. Andrews from Thomas C. Grimm regarding update on the status of the case. (Grimm, Thomas) Modified on 12/4/2014 (nms). (Entered: 12/03/2014)
12/22/2014	<u>9</u>	MOTION to Dismiss and Motion to Strike - filed by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) Modified on 12/23/2014 (nms). (Entered: 12/22/2014)
12/22/2014	<u>10</u>	OPENING BRIEF in Support re <u>9</u> Motion to Dismiss and Motion to Strike, filed by Intercept Pharmaceuticals Inc.. Answering Brief/Response due date per Local Rules is 1/8/2015. (Grimm, Thomas) Modified on 12/23/2014 (nms). (Entered: 12/22/2014)
12/29/2014	<u>11</u>	NOTICE of Appearance by George Pazuniak on behalf of Stefano Fiorucci (Pazuniak, George) (Entered: 12/29/2014)
01/08/2015	<u>12</u>	STIPULATION to Extend time to respond to Motion to Dismiss to Jan 15, 2015, by Stefano Fiorucci. (Pazuniak, George) Modified on 1/9/2015 (nms). (Entered: 01/08/2015)
01/08/2015	<u>13</u>	Order Setting Rule 16(b) Conference: A Scheduling Conference is set for 2/13/2015, at 4:00 PM in Chambers before Judge Richard G. Andrews (see Order for further details). Signed by Judge Richard G. Andrews on 1/8/2015. (nms) (Entered: 01/08/2015)
01/09/2015		SO ORDERED, re <u>12</u> Stipulation to Extend Time To File Response, filed by Stefano Fiorucci (Reset Briefing Schedule: re <u>9</u> MOTION to Dismiss MOTION to Strike. Answering Brief due 1/15/2015). Signed by Judge Richard G. Andrews on 1/9/2015.

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REEL: 042072 FRAME: 0649

		(nms) (Entered: 01/09/2015)
01/15/2015	<u>14</u>	AMENDED ANSWER and Counterclaims to <u>1</u> Complaint, by Stefano Fiorucci. (Pazuniak, George) Modified on 1/16/2015 (nms). (Entered: 01/15/2015)
01/16/2015	<u>15</u>	ORAL ORDER: In light of Defendant's Amended Answer (D.I. <u>14</u>), Plaintiff shall advise the Court within 3 days of the date of this Order if they will be pursuing their MOTION to Dismiss (D.I. <u>9</u>). Ordered by Judge Richard G. Andrews on 1/16/2015. (nms) (Entered: 01/16/2015)
01/16/2015	<u>16</u>	Letter to The Honorable Richard G. Andrews from Thomas C. Grimm regarding withdrawal of Plaintiff's Motion to Dismiss and Motion to Strike - re 15 Oral Order, <u>9</u> MOTION to Dismiss MOTION to Strike. (Grimm, Thomas) (Entered: 01/16/2015)
02/02/2015	<u>17</u>	ANSWER to <u>14</u> Amended Answer to Complaint, Counterclaim by Intercept Pharmaceuticals Inc..(Tigan, Jeremy) (Entered: 02/02/2015)
02/02/2015	<u>18</u>	MOTION for Pro Hac Vice Appearance of Attorney Ivor R. Elrifi, Ellen A. Scordino, and Adam M. Pivovar of Cooley LLP - filed by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) (Entered: 02/02/2015)
02/02/2015		SO ORDERED, re <u>18</u> MOTION for Pro Hac Vice Appearance of Attorney Ivor R. Elrifi, Ellen A. Scordino, and Adam M. Pivovar of Cooley LLP filed by Intercept Pharmaceuticals Inc.. Signed by Judge Richard G. Andrews on 2/2/2015. (nms) (Entered: 02/02/2015)
02/11/2015	<u>19</u>	PROPOSED Scheduling Order, by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) Modified on 2/11/2015 (nms). (Entered: 02/11/2015)
02/13/2015		Minute Entry for proceedings held before Judge Richard G. Andrews - Scheduling Conference held on 2/13/2015. (Court Reporter Stacey Ingram - Hawkins Reporting Service.) (ksr,) (Entered: 02/13/2015)
02/13/2015	<u>20</u>	SCHEDULING ORDER: Case referred to the Magistrate Judge for the purpose of exploring ADR. Fact Discovery due by 6/3/2016. Dispositive Motions due by 12/17/2016. Answering Brief due 1/18/2017. Reply Brief due 2/3/2017. A Pretrial Conference is set for 6/9/2017, at 8:30 AM in Courtroom 6A before Judge Richard G. Andrews. A 3 day Jury Trial is set to begin on 6/19/2017, at 9:30 AM in Courtroom 6A before Judge Richard G. Andrews (see Order for further details). Signed by Judge Richard G. Andrews on 2/13/2015. (nms) (Entered: 02/13/2015)
02/23/2015	<u>21</u>	STIPULATION TO EXTEND TIME for the parties to submit a proposed protective order to March 9, 2015 - filed by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) (Entered: 02/23/2015)
02/23/2015		SO ORDERED, re <u>21</u> STIPULATION TO EXTEND TIME for the parties to submit a proposed protective order to March 9, 2015, filed by Intercept Pharmaceuticals Inc.. Signed by Judge Richard G. Andrews on 2/23/2015. (nms) (Entered: 02/23/2015)
02/24/2015		CASE REFERRED to Judge Thyng for Mediation. (cak) (Entered: 02/24/2015)
02/25/2015	<u>22</u>	ORDER Setting Teleconference: Plaintiff's counsel to initiate the call. A Telephone Conference is set for 3/5/2015 at 12:00 Noon EASTERN TIME before Judge Mary Pat Thyng to discuss ADR. Signed by Judge Mary Pat Thyng on 2/25/15. (cak) (Entered: 02/25/2015)

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REEL: 042072 FRAME: 0650

02/27/2015	<u>23</u>	NOTICE OF SERVICE of Plaintiff Intercept Pharmaceuticals, Inc.'s Initial Disclosures filed by Intercept Pharmaceuticals Inc..(Tigan, Jeremy) (Entered: 02/27/2015)
03/06/2015	<u>24</u>	NOTICE OF SERVICE of Defendant's Initial Disclosures filed by Stefano Fiorucci. (Pazuniak, George) (Entered: 03/06/2015)
03/09/2015	25	ORAL ORDER: A teleconference has been scheduled for 6/15/15 at 9:00 AM EASTERN TIME with Judge Thyng. The purpose of the teleconference is to discuss the status of the case, including discovery and any motions, as well as the parties' interest in ADR. Defense counsel shall initiate the teleconference call. Ordered by Judge Mary Pat Thyng on 3/9/15. (cak) (Entered: 03/09/2015)
03/09/2015	<u>26</u>	PROPOSED Stipulated Protective Order, by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) Modified on 3/9/2015 (nms). (Entered: 03/09/2015)
03/10/2015	<u>27</u>	SO ORDERED Granting <u>26</u> Proposed Stipulated Protective Order, filed by Intercept Pharmaceuticals Inc.. Signed by Judge Richard G. Andrews on 3/10/2015. (nms) (Entered: 03/10/2015)
03/12/2015	<u>28</u>	NOTICE OF SERVICE of (1) Plaintiff Intercept Pharmaceuticals, Inc.'s First Set of Requests for Production to Defendant Stefano Fiorucci and (2) Plaintiff Intercept Pharmaceuticals, Inc.'s First Set of Interrogatories to Defendant Stefano Fiorucci filed by Intercept Pharmaceuticals Inc..(Tigan, Jeremy) (Entered: 03/12/2015)
04/20/2015	<u>29</u>	NOTICE OF SERVICE of Defendants Objections and Responses to Plaintiffs First Set of Interrogatories and First Set of Requests for the Production of Documents; and initial set of documents responsive to Plaintiffs First Set of Requests for the Production of Documents, filed by Stefano Fiorucci.(Pazuniak, George) (Entered: 04/20/2015)
06/08/2015	30	ORAL ORDER: The teleconference scheduled for 6/15/15 at 9:00 AM EASTERN TIME with Judge Thyng is cancelled. Ordered by Judge Mary Pat Thyng on 6/8/15. (cak) (Entered: 06/08/2015)
06/25/2015	<u>31</u>	NOTICE OF SERVICE of Plaintiff Intercept Pharmaceuticals, Inc.'s First Set of Requests for Admission to Defendant Stefano Fiorucci filed by Intercept Pharmaceuticals Inc..(Tigan, Jeremy) (Entered: 06/25/2015)
07/16/2015	<u>32</u>	MOTION for Pro Hac Vice Appearance of Attorney Glen M. Diehl - filed by Stefano Fiorucci. (Attachments: # <u>1</u> Certificate of Compliance Glen Diehl)(Pazuniak, George) (Entered: 07/16/2015)
07/17/2015		SO ORDERED, re <u>32</u> MOTION for Pro Hac Vice Appearance of Attorney Glen M. Diehl filed by Stefano Fiorucci. Signed by Judge Richard G. Andrews on 7/17/2015. (nms) (Entered: 07/17/2015)
08/17/2015	33	ORAL ORDER: Counsel are to advise on or before August 27, 2015 by joint letter attached to an e/mail to Judge Thyng with a copy to her judicial Assistant, Cathleen Kennedy, whether the June 15, 2015 teleconference that was cancelled at counsel's request should be rescheduled. The purpose of the teleconference was to discuss the status of the case and any outstanding motions and the parties' interest in and timing of mediation. Issued by Judge Mary Pat Thyng on 8/17/15. (kjk) (Entered: 08/17/2015)
09/03/2015	<u>34</u>	ORDER Setting Mediation Conferences: A Mediation Conference is set for 12/17/2015 at 10:00 AM in Courtroom 2B before Judge Mary Pat Thyng. SEE ORDER FOR DETAILS. Signed by Judge Mary Pat Thyng on 9/3/15. (cak) (Entered: 09/03/2015)

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		09/03/2015)
10/15/2015	<u>35</u>	NOTICE OF SERVICE of Dr. Fiorucci's Second Set of Interrogatories, on October 12, 2015 filed by Stefano Fiorucci.(Pazuniak, George) (Entered: 10/15/2015)
10/28/2015	<u>36</u>	NOTICE OF SERVICE of (1) Objections and Responses to Dr. Fiorucci's Request for Admission Nos. 1-10; (2) Responses and Objections to Dr. Fiorucci's First Set of Interrogatories; and (3) Objections and Responses to Dr. Fiorucci's First Set of Document Requests filed by Intercept Pharmaceuticals Inc..(Tigan, Jeremy) (Entered: 10/28/2015)
11/16/2015	<u>37</u>	NOTICE OF SERVICE of Plaintiff Intercept Pharmaceuticals, Inc.'s Responses and Objections to Dr. Fiorucci's Second Set of Interrogatories filed by Intercept Pharmaceuticals Inc..(Tigan, Jeremy) (Entered: 11/16/2015)
12/17/2015	<u>38</u>	MOTION for Temporary Restraining Order - filed by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> 7.1.1 Certification, # <u>2</u> Text of Proposed Order)(Tigan, Jeremy) (Entered: 12/17/2015)
12/17/2015	<u>39</u>	[SEALED] OPENING BRIEF in Support re <u>38</u> MOTION for Temporary Restraining Order filed by Intercept Pharmaceuticals Inc..Answering Brief/Response due date per Local Rules is 1/4/2016. (Tigan, Jeremy) (Entered: 12/17/2015)
12/17/2015	<u>40</u>	[SEALED] DECLARATION of Ellen Scordino re <u>39</u> Opening Brief in Support, by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibits A-M)(Tigan, Jeremy) Modified on 12/21/2015 (nms). (Entered: 12/17/2015)
12/21/2015	<u>41</u>	ORAL ORDER: Defendant is to respond to the MOTION for Temporary Restraining Order (D.I. <u>38</u>) by 12/30/2015. Ordered by Judge Richard G. Andrews on 12/21/2015. (nms) (Entered: 12/21/2015)
12/30/2015	<u>42</u>	[SEALED] ANSWERING BRIEF in Opposition re <u>38</u> MOTION for Temporary Restraining Order filed by Stefano Fiorucci.Reply Brief due date per Local Rules is 1/11/2016. (Pazuniak, George) (Entered: 12/30/2015)
12/30/2015	<u>44</u>	[SEALED] DECLARATION of Dr. Stefano Fiorucci re <u>42</u> Answering Brief in Opposition, by Stefano Fiorucci. (Attachments: # <u>1</u> Exhibits A-N, # <u>2</u> Exhibits O-R)(Pazuniak, George) Modified on 1/4/2016 (nms). (Entered: 12/30/2015)
01/05/2016	<u>45</u>	REDACTED VERSION of <u>39</u> Opening Brief in Support by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) (Entered: 01/05/2016)
01/05/2016	<u>46</u>	REDACTED VERSION of <u>40</u> Declaration by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) (Entered: 01/05/2016)
01/11/2016		REDACTION NOTICE: In accordance with section G of the Administrative Procedures Governing Filing and Service by Electronic Means, redacted versions of sealed documents shall be filed electronically within 7 days of the filing of the sealed document. The records of this case do not reflect the filing of redacted versions of DI # <u>42</u> and <u>44</u> . (nms) (Entered: 01/11/2016)
01/11/2016	<u>47</u>	STIPULATION TO EXTEND TIME to submit reply brief in Support of its Motion for a Temporary Restraining Order to January 14, 2016 - filed by Intercept Pharmaceuticals Inc.. (Grimm, Thomas) Modified on 1/11/2016 (nms). (Entered: 01/11/2016)

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REEL: 042072 FRAME: 0652

01/11/2016	<u>48</u>	REDACTED VERSION of <u>42</u> Answering Brief in Opposition by Stefano Fiorucci. (Pazuniak, George) (Entered: 01/11/2016)
01/11/2016	<u>49</u>	REDACTED VERSION of <u>44</u> Declaration of Dr. Stefano Fiorucci by Stefano Fiorucci. (Pazuniak, George) Modified on 1/12/2016 (nms). (Entered: 01/11/2016)
01/11/2016		SO ORDERED, re <u>47</u> STIPULATION TO EXTEND TIME to submit reply brief in Support of Motion for a Temporary Restraining Order to January 14, 2016, filed by Intercept Pharmaceuticals Inc. (Reset Briefing Schedule: re <u>38</u> MOTION for Temporary Restraining Order. Reply Brief due 1/14/2016). Signed by Judge Richard G. Andrews on 1/11/2016. (nms) (Entered: 01/11/2016)
01/11/2016	<u>50</u>	STIPULATION to Substitute Declaration of Glen Diehl (D.I. 43) to correct error and add supporting exhibits, by Stefano Fiorucci. (Attachments: # <u>1</u> Exhibits A-B)(Pazuniak, George) Modified on 1/12/2016 (nms). (Entered: 01/11/2016)
01/12/2016	<u>51</u>	SO ORDERED Granting <u>50</u> Stipulation and Order regarding the Declaration of Glen Diehl, filed by Stefano Fiorucci. Signed by Judge Richard G. Andrews on 1/12/2016. (nms) (Entered: 01/12/2016)
01/12/2016	<u>52</u>	DECLARATION of Glen Diehl re <u>42</u> Answering Brief in Opposition, by Stefano Fiorucci. (nms) (Entered: 01/12/2016)
01/12/2016		Remark: D.I. 43 has been removed from the docket per the directive at D.I. <u>51</u> . (nms) (Entered: 01/12/2016)
01/14/2016	<u>53</u>	[SEALED] REPLY BRIEF re <u>38</u> MOTION for Temporary Restraining Order filed by Intercept Pharmaceuticals Inc.. (Grimm, Thomas) (Entered: 01/14/2016)
01/14/2016	<u>54</u>	[SEALED] Second DECLARATION of Ellen Scordino re <u>38</u> MOTION for Temporary Restraining Order, by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibit N, # <u>2</u> Exhibits O-R)(Grimm, Thomas) Modified on 1/19/2016 (nms). (Entered: 01/14/2016)
01/14/2016	<u>55</u>	Letter to The Honorable Richard G. Andrews from Thomas C. Grimm regarding request for oral argument - re <u>38</u> MOTION for Temporary Restraining Order . (Grimm, Thomas) (Entered: 01/14/2016)
01/25/2016		REDACTION NOTICE: In accordance with section G of the Administrative Procedures Governing Filing and Service by Electronic Means, redacted versions of sealed documents shall be filed electronically within 7 days of the filing of the sealed document. The records of this case do not reflect the filing of redacted versions of DI # <u>53</u> and <u>54</u> . (nms) (Entered: 01/25/2016)
01/26/2016	<u>56</u>	ORAL ORDER re <u>34</u> Order Setting Mediation Conferences: The mediation has been rescheduled to 5/2/16 at 10:00 AM. Submissions of the parties shall now be due on or before 4/20/16 by no later than 12:00 NOON. All other provisions of the Court's 9/3/15 Order remain in full force and effect. Ordered by Judge Mary Pat Thyng on 1/26/16. (cak) (Entered: 01/26/2016)
01/27/2016	<u>57</u>	REDACTED VERSION of <u>53</u> Reply Brief, by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) Modified on 1/27/2016 (nms). (Entered: 01/27/2016)
01/27/2016	<u>58</u>	REDACTED VERSION of <u>54</u> Second Declaration of Ellen Scordino, by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibits N-R)(Tigan, Jeremy) Modified on 1/27/2016 (nms). (Entered: 01/27/2016)

PATENT

REEL: 042072 FRAME: 0653

01/28/2016	<u>59</u>	MEMORANDUM ORDER Denying <u>38</u> MOTION for Temporary Restraining Order. Signed by Judge Richard G. Andrews on 1/28/2016. (nms) (Entered: 01/28/2016)
03/03/2016	<u>60</u>	Unopposed Motion for Leave to File First Amended Complaint - filed by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2)(Grimm, Thomas) Modified on 3/3/2016 (nms). (Entered: 03/03/2016)
03/03/2016	<u>61</u>	ORDER Granting <u>60</u> Unopposed Motion for Leave to File First Amended Complaint, filed by Intercept Pharmaceuticals Inc.. Signed by Judge Richard G. Andrews on 3/3/2016. (nms) (Entered: 03/03/2016)
03/03/2016	<u>62</u>	FIRST AMENDED COMPLAINT against Stefano Fiorucci- filed by Intercept Pharmaceuticals Inc..(nms) (Entered: 03/03/2016)
03/11/2016	<u>63</u>	MOTION for Pro Hac Vice Appearance of Attorney Jonathan Bach - filed by Intercept Pharmaceuticals Inc.. (Grimm, Thomas) (Entered: 03/11/2016)
03/11/2016		SO ORDERED, re <u>63</u> MOTION for Pro Hac Vice Appearance of Attorney Jonathan Bach filed by Intercept Pharmaceuticals Inc.. Signed by Judge Richard G. Andrews on 3/11/2016. (nms) (Entered: 03/11/2016)
04/04/2016	<u>64</u>	ANSWER to <u>62</u> Amended Complaint with Jury Demand, COUNTERCLAIMS against All Plaintiffs, by Stefano Fiorucci.(Pazuniak, George) Modified on 4/4/2016 (nms). (Entered: 04/04/2016)
04/07/2016	<u>65</u>	NOTICE OF SERVICE of Plaintiff Intercept Pharmaceuticals, Inc.'s Second Set of Requests for Production to Defendant Stefano Fiorucci filed by Intercept Pharmaceuticals Inc..(Tigan, Jeremy) (Entered: 04/07/2016)
04/21/2016	<u>66</u>	MOTION for Pro Hac Vice Appearance of Attorney Scott A. Sukenick - filed by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) (Entered: 04/21/2016)
04/21/2016		SO ORDERED, re <u>66</u> MOTION for Pro Hac Vice Appearance of Attorney Scott A. Sukenick filed by Intercept Pharmaceuticals Inc.. Signed by Judge Richard G. Andrews on 4/21/2016. (nms) (Entered: 04/21/2016)
04/21/2016	<u>67</u>	MOTION to Dismiss Counterclaims - filed by Intercept Pharmaceuticals Inc.. (Grimm, Thomas) Modified on 4/21/2016 (nms). (Entered: 04/21/2016)
04/21/2016	<u>68</u>	[SEALED] EXHIBIT A re <u>67</u> MOTION to Dismiss Counterclaims, by Intercept Pharmaceuticals Inc.. (Grimm, Thomas) Modified on 4/21/2016 (nms). (Entered: 04/21/2016)
04/21/2016		Set Answering Brief Deadline re <u>67</u> MOTION to Dismiss Counterclaims. Answering Brief/Response due date per Local Rules is 5/9/2016. (nms) (Entered: 04/22/2016)
04/25/2016	<u>69</u>	NOTICE OF SERVICE of Defendants Second Supplemental Responses to Interrogatories Nos. 1-3, and Exhibits filed by Stefano Fiorucci.(Pazuniak, George) (Entered: 04/25/2016)
04/27/2016	<u>70</u>	MOTION for Pro Hac Vice Appearance of Attorney Joseph L. Gentilcore - filed by Stefano Fiorucci. (Attachments: # <u>1</u> Certification)(Pazuniak, George) Modified on 4/27/2016 (nms). (Entered: 04/27/2016)
04/27/2016		SO ORDERED, re <u>70</u> MOTION for Pro Hac Vice Appearance of Attorney Joseph L. Gentilcore filed by Stefano Fiorucci. Signed by Judge Richard G. Andrews on

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		4/27/2016. (nms) (Entered: 04/27/2016)
04/27/2016	<u>71</u>	REDACTED VERSION of <u>68</u> Exhibit to a Document by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) (Entered: 04/27/2016)
05/03/2016		Pro Hac Vice Attorney Scott A. Sukenick for Intercept Pharmaceuticals Inc. added for electronic noticing. Pursuant to Local Rule 83.5 (d)., Delaware counsel shall be the registered users of CM/ECF and shall be required to file all papers. (dmp,) (Entered: 05/03/2016)
05/03/2016	<u>72</u>	NOTICE OF SERVICE of (1) Plaintiff Intercept Pharmaceuticals, Inc.'s Second Set of Interrogatories to Defendant Stefano Fiorucci, and (2) Plaintiff Intercept Pharmaceuticals, Inc.'s Third Set of Requests for Production to Defendant Stefano Fiorucci filed by Intercept Pharmaceuticals Inc..(Tigan, Jeremy) (Entered: 05/03/2016)
05/03/2016	<u>73</u>	NOTICE to Take Deposition of Stefano Fiorucci on May 31, 2016 filed by Intercept Pharmaceuticals Inc..(Tigan, Jeremy) (Entered: 05/03/2016)
05/06/2016	<u>74</u>	STIPULATION TO EXTEND TIME to respond to Motion To Dismiss Counterclaims to May 16, 2016 - filed by Stefano Fiorucci. (Pazuniak, George) Modified on 5/10/2016 (nms). (Entered: 05/06/2016)
05/09/2016		SO ORDERED, re <u>74</u> STIPULATION TO EXTEND briefing regarding Motion to Dismiss (D.I. <u>67</u>), filed by Stefano Fiorucci (Reset Briefing Schedule: re <u>67</u> MOTION to Dismiss Counterclaims. Answering Brief due 5/16/2016). Signed by Judge Richard G. Andrews on 5/9/2016. (nms) (Entered: 05/10/2016)
05/16/2016	<u>75</u>	[SEALED] ANSWERING BRIEF in Opposition re <u>67</u> MOTION to Dismiss Counterclaims, filed by Stefano Fiorucci.Reply Brief due date per Local Rules is 5/26/2016. (Attachments: # <u>1</u> Notice of Service)(Pazuniak, George) Modified on 5/17/2016 (nms). (Entered: 05/16/2016)
05/16/2016	<u>76</u>	DECLARATION of Dr. Stefano Fiorucci re <u>75</u> Answering Brief in Opposition, by Stefano Fiorucci. (Pazuniak, George) Modified on 5/17/2016 (nms). (Entered: 05/16/2016)
05/16/2016	<u>77</u>	[SEALED] DECLARATION of Glen M. Diehl re <u>75</u> Answering Brief in Opposition, by Stefano Fiorucci. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Exhibit 3, # <u>4</u> Exhibit 4, # <u>5</u> Exhibit 5)(Pazuniak, George) Modified on 5/17/2016 (nms). (Entered: 05/16/2016)
05/26/2016	<u>78</u>	[SEALED] REPLY BRIEF re <u>67</u> MOTION to Dismiss Counterclaims filed by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibit B-D)(Tigan, Jeremy) (Entered: 05/26/2016)
05/31/2016		REDACTION NOTICE: In accordance with section G of the Administrative Procedures Governing Filing and Service by Electronic Means, redacted versions of sealed documents shall be filed electronically within 7 days of the filing of the sealed document. The records of this case do not reflect the filing of redacted versions of DI # <u>75</u> and <u>77</u> . (nms) (Entered: 05/31/2016)
06/02/2016	<u>79</u>	REDACTED VERSION of <u>78</u> Reply Brief by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibit B-D)(Tigan, Jeremy) (Entered: 06/02/2016)

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06/03/2016	<u>80</u>	STIPULATION TO EXTEND TIME to extend the fact discovery deadline to June 13, 2016, for all fact discovery, and is extended to and including July 15, 2016, for the sole purpose of permitting the Plaintiff to take the deposition of Federica Fangacci - filed by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) (Entered: 06/03/2016)
06/03/2016		SO ORDERED, re <u>80</u> STIPULATION TO EXTEND TIME to extend the fact discovery deadline to June 13, 2016, for all fact discovery, and is extended to and including July 15, 2016, for the sole purpose of permitting the Plaintiff to take the deposition of Federica Fangacci, filed by Intercept Pharmaceuticals Inc.. Signed by Judge Richard G. Andrews on 6/3/2016. (nms) (Entered: 06/03/2016)
06/06/2016		SECOND REDACTION NOTICE: In accordance with section G of the Administrative Procedures Governing Filing and Service by Electronic Means, redacted versions of sealed documents shall be filed electronically within 7 days of the filing of the sealed document. The records of this case do not reflect the filing of redacted versions of DI # <u>75</u> and <u>77</u> . (nms) (Entered: 06/06/2016)
06/06/2016	<u>81</u>	REDACTED VERSION of <u>75</u> Answering Brief in Opposition, by Stefano Fiorucci. (Pazuniak, George) Modified on 6/6/2016 (nms). (Entered: 06/06/2016)
06/06/2016	<u>82</u>	REDACTED VERSION of <u>77</u> Declaration of Glen Diehl, by Stefano Fiorucci. (Pazuniak, George) Modified on 6/6/2016 (nms). (Entered: 06/06/2016)
08/15/2016	<u>83</u>	STIPULATION TO EXTEND TIME Completion of Expert Discovery, with no other dates extended to November 24, 2016 - filed by Stefano Fiorucci. (Pazuniak, George) (Entered: 08/15/2016)
08/16/2016		SO ORDERED, re <u>83</u> STIPULATION TO EXTEND TIME Completion of Expert Discovery, with no other dates extended to November 24, 2016, filed by Stefano Fiorucci. Signed by Judge Richard G. Andrews on 8/16/2016. (nms) (Entered: 08/16/2016)
09/14/2016	<u>84</u>	MOTION For Leave to An Amended Pleading - filed by Stefano Fiorucci. (Attachments: # <u>1</u> Amended Answer, # <u>2</u> Exhibit A, # <u>3</u> Proposed Order)(Pazuniak, George) Modified on 9/14/2016 (nms). (Entered: 09/14/2016)
09/14/2016	<u>85</u>	OPENING BRIEF in Support re <u>84</u> Motion For Leave To File An Amended Pleading, filed by Stefano Fiorucci. Answering Brief/Response due date per Local Rules is 10/3/2016. (Pazuniak, George) Modified on 9/14/2016 (nms). (Entered: 09/14/2016)
09/14/2016	<u>86</u>	DECLARATION of Dr. Stefan Fiorucci re <u>84</u> Motion For Leave To File An Amended Pleading, by Stefano Fiorucci. (Pazuniak, George) Modified on 9/14/2016 (nms). (Entered: 09/14/2016)
09/14/2016	<u>87</u>	DECLARATION of Glen M. Diehl re <u>84</u> Motion For Leave To File An Amended Pleading, by Stefano Fiorucci. (Pazuniak, George) Modified on 9/14/2016 (nms). (Entered: 09/14/2016)
09/14/2016	<u>88</u>	[SEALED] EXHIBIT re <u>87</u> Declaration of Glen M. Diehl, by Stefano Fiorucci. (Attachments: # <u>1</u> Exhibit B, # <u>2</u> Exhibit C, # <u>3</u> Exhibit D, # <u>4</u> Exhibit E, # <u>5</u> Exhibit F, # <u>6</u> Exhibit G, # <u>7</u> Exhibit H, # <u>8</u> Exhibit I, # <u>9</u> Certificate of Compliance)(Pazuniak, George) Modified on 9/14/2016 (nms). (Main Document 88 replaced on 9/14/2016) (nms). (Entered: 09/14/2016)

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09/14/2016		CORRECTING ENTRY: The main pdf for D.I. <u>88</u> has been replaced with an amended version. The cover page on the filing has been corrected. (nms) (Entered: 09/14/2016)
09/26/2016		REDACTION NOTICE: In accordance with section G of the Administrative Procedures Governing Filing and Service by Electronic Means, redacted versions of sealed documents shall be filed electronically within 7 days of the filing of the sealed document. The records of this case do not reflect the filing of a redacted version of DI # <u>88</u> . (nms) (Entered: 09/26/2016)
09/27/2016		CORRECTING ENTRY: The redacted filing at D.I. 89 has been removed from the docket as it was inappropriately formatted. The filing did not contain a captioned cover page. Counsel will refile accordingly. (nms) (Entered: 09/27/2016)
09/27/2016	<u>89</u>	REDACTED VERSION of <u>88</u> Sealed Exhibits, by Stefano Fiorucci. (Attachments: # <u>1</u> Exhibits)(Pazuniak, George) Modified on 9/27/2016 (nms). (Entered: 09/27/2016)
10/03/2016	<u>90</u>	NOTICE OF SERVICE of (1) Expert Report of Johan Auwerx, and (2) Expert Report of Tim Willson filed by Intercept Pharmaceuticals Inc..(Grimm, Thomas) (Entered: 10/03/2016)
10/03/2016	<u>91</u>	[SEALED] ANSWERING BRIEF in Opposition re <u>84</u> MOTION For Leave To File An Amended Pleading filed by Intercept Pharmaceuticals Inc..Reply Brief due date per Local Rules is 10/14/2016. (Attachments: # <u>1</u> Exhibits A-D)(Grimm, Thomas) (Entered: 10/03/2016)
10/04/2016	<u>92</u>	NOTICE OF SERVICE of Expert Report Of Angela Zampella, Ph.D. and attached Exhibits, on October 2, 2016, filed by Stefano Fiorucci.(Pazuniak, George) (Entered: 10/04/2016)
10/11/2016	<u>93</u>	REDACTED VERSION of <u>91</u> Answering Brief in Opposition, by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibits A-D)(Tigan, Jeremy) Modified on 10/12/2016 (nms). (Entered: 10/11/2016)
10/14/2016	<u>94</u>	REPLY BRIEF re <u>84</u> MOTION For Leave To File An Amended Pleading, filed by Stefano Fiorucci. (Pazuniak, George) Modified on 10/14/2016 (nms). (Entered: 10/14/2016)
10/14/2016		CORRECTING ENTRY: The declaration attached to the brief filed at D.I. <u>94</u> has been removed from that filing. Briefs and declarations are not to be coupled together at docket item entries. Counsel shall refile the declaration accordingly. (nms) (Entered: 10/14/2016)
10/14/2016	<u>95</u>	DECLARATION of Dr. Stefano Fiorucci re <u>94</u> Reply Brief, by Stefano Fiorucci. (Pazuniak, George) Modified on 10/14/2016 (nms). (Entered: 10/14/2016)
12/13/2016	<u>96</u>	STIPULATION TO EXTEND TIME by which the parties may file all case dispositive motions and related opening briefs/affidavits to December 19, 2016 - filed by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) (Entered: 12/13/2016)
12/14/2016		SO ORDERED, re <u>96</u> STIPULATION TO EXTEND TIME by which the parties may file all case dispositive motions to December 19, 2016 (*Reset Deadlines: Dispositive Motions due by 12/19/2016). Signed by Judge Richard G. Andrews on 12/14/2016. (nms) (Entered: 12/14/2016)
12/19/2016	<u>97</u>	MOTION for Partial Summary Judgment - filed by Intercept Pharmaceuticals Inc.. (Grimm, Thomas) Modified on 12/20/2016 (nms). (Entered: 12/19/2016)

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12/19/2016	<u>98</u>	OPENING BRIEF in Support re <u>97</u> MOTION for Partial Summary Judgment, filed by Intercept Pharmaceuticals Inc.. Answering Brief/Response due date per Local Rules is 1/3/2017. (Grimm, Thomas) Modified on 12/20/2016 (nms). (Entered: 12/19/2016)
12/19/2016	<u>99</u>	[SEALED] DECLARATION of Elizabeth Trafton re <u>97</u> MOTION for Partial Summary Judgment, by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibits A-Y)(Grimm, Thomas) Modified on 12/20/2016 (nms). (Entered: 12/19/2016)
12/19/2016	<u>100</u>	MOTION for Partial Summary Judgment - filed by Stefano Fiorucci. (Attachments: # <u>1</u> Proposed Order)(Pazuniak, George) Modified on 12/20/2016 (nms). (Entered: 12/19/2016)
12/19/2016	<u>101</u>	[SEALED] OPENING BRIEF in Support re <u>100</u> MOTION for Partial Summary Judgment, filed by Stefano Fiorucci. Answering Brief/Response due date per Local Rules is 1/3/2017. (Pazuniak, George) Modified on 12/20/2016 (nms). (Entered: 12/19/2016)
12/19/2016	<u>102</u>	[SEALED] DECLARATION of Dr. Stefano Fiorucci re <u>100</u> MOTION for Partial Summary Judgment, by Stefano Fiorucci. (Pazuniak, George) Modified on 12/20/2016 (nms). (Entered: 12/19/2016)
12/19/2016	<u>103</u>	[SEALED] DECLARATION of Glen Diehl re <u>100</u> MOTION for Partial Summary Judgment, by Stefano Fiorucci. (Pazuniak, George) Modified on 12/20/2016 (nms). (Entered: 12/19/2016)
12/19/2016	<u>104</u>	[SEALED] APPENDIX re <u>100</u> MOTION for Partial Summary Judgment, by Stefano Fiorucci. (Attachments: # <u>1</u> Exhibits A-D, # <u>2</u> Exhibits E-F)(Pazuniak, George) Modified on 12/20/2016 (nms). (Entered: 12/19/2016)
12/20/2016	<u>105</u>	REDACTED VERSION of <u>99</u> Declaration, by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibits A-Y)(Grimm, Thomas) Modified on 12/20/2016 (nms). (Entered: 12/20/2016)
12/28/2016	<u>106</u>	MOTION for Pro Hac Vice Appearance of Attorney Liz Trafton - filed by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) (Entered: 12/28/2016)
12/28/2016	<u>107</u>	REDACTED VERSION of <u>103</u> Declaration of Glen Diehl, by Stefano Fiorucci. (Pazuniak, George) Modified on 12/28/2016 (nms). (Entered: 12/28/2016)
12/28/2016	<u>108</u>	REDACTED VERSION of <u>104</u> Appendix by Stefano Fiorucci. (Pazuniak, George) (Entered: 12/28/2016)
12/29/2016		SO ORDERED, re <u>106</u> MOTION for Pro Hac Vice Appearance of Attorney Liz Trafton, filed by Intercept Pharmaceuticals Inc.. Signed by Judge Richard G. Andrews on 12/29/2016. (nms) (Entered: 12/29/2016)
12/29/2016		Pro Hac Vice Attorney Elizabeth Trafton for Intercept Pharmaceuticals Inc. added for electronic noticing. Pursuant to Local Rule 83.5 (d)., Delaware counsel shall be the registered users of CM/ECF and shall be required to file all papers. (ceg) (Entered: 12/29/2016)
01/03/2017		REDACTION NOTICE: In accordance with section G of the Administrative Procedures Governing Filing and Service by Electronic Means, redacted versions of sealed documents shall be filed electronically within 7 days of the filing of the sealed document. The records of this case do not reflect the filing of redacted versions of DI # <u>101</u> and <u>102</u> . (nms) (Entered: 01/03/2017)

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01/03/2017	<u>109</u>	REDACTED VERSION of <u>101</u> Opening Brief in Support by Stefano Fiorucci. (Pazuniak, George) (Entered: 01/03/2017)
01/03/2017	<u>110</u>	REDACTED VERSION of <u>102</u> Declaration by Stefano Fiorucci. (Pazuniak, George) (Entered: 01/03/2017)
01/18/2017	<u>111</u>	Cross MOTION for Partial Summary Judgment On The Issue Of Ownership - filed by Intercept Pharmaceuticals Inc.. (Tigan, Jeremy) Modified on 1/19/2017 (nms). (Entered: 01/18/2017)
01/18/2017	<u>112</u>	Combined Opening and Answering re <u>111</u> Cross MOTION for Partial Summary Judgment On The Issue Of Ownership, and <u>100</u> MOTION for Partial Summary Judgment, filed by Intercept Pharmaceuticals Inc.. Answering Brief/Response due date per Local Rules is 2/1/2017. Reply Brief due date per Local Rules is 1/25/2017. (Tigan, Jeremy) Modified on 1/19/2017 (nms). (Entered: 01/18/2017)
01/18/2017	<u>113</u>	DECLARATION of Trafton re <u>112</u> Combined Opening and Answering, by Intercept Pharmaceuticals Inc.. (Attachments: # <u>1</u> Exhibits 1-26)(Tigan, Jeremy) Modified on 1/19/2017 (nms). (Entered: 01/18/2017)
01/18/2017	<u>114</u>	[SEALED] ANSWERING BRIEF in Opposition re <u>97</u> MOTION for Partial Summary Judgment filed by Stefano Fiorucci.Reply Brief due date per Local Rules is 1/25/2017. (Attachments: # <u>1</u> Certificate of Service)(Pazuniak, George) (Entered: 01/18/2017)
01/18/2017	<u>115</u>	[SEALED] DECLARATION of Frederica Fangacci re <u>114</u> Answering Brief in Opposition, by Stefano Fiorucci. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Certificate of Service)(Pazuniak, George) Modified on 1/19/2017 (nms). (Entered: 01/18/2017)
01/18/2017	<u>116</u>	[SEALED] DECLARATION of Stefano Fiorucci re <u>114</u> Answering Brief in Opposition, by Stefano Fiorucci. (Attachments: # <u>1</u> Exhibits B-D, # <u>2</u> Certificate of Service)(Pazuniak, George) Modified on 1/19/2017 (nms). (Entered: 01/18/2017)
01/18/2017	<u>117</u>	[SEALED] DECLARATION of Angela Zampella, Ph. D. re <u>114</u> Answering Brief in Opposition, by Stefano Fiorucci. (Attachments: # <u>1</u> Exhibit E, # <u>2</u> Certificate of Service)(Pazuniak, George) Modified on 1/19/2017 (nms). (Entered: 01/18/2017)
01/20/2017	<u>118</u>	MEMORANDUM OPINION regarding MOTION to Dismiss (D.I. <u>67</u>) and Motion to Amend (D.I. <u>84</u>). Signed by Judge Richard G. Andrews on 1/20/2017. (nms) (Entered: 01/20/2017)
01/20/2017	<u>119</u>	ORDER Granting MOTION to Dismiss Counterclaims (D.I. <u>67</u>), and Granting MOTION For Leave To File An Amended Pleading (D.I. <u>84</u>). Signed by Judge Richard G. Andrews on 1/20/2017. (nms) (Entered: 01/20/2017)
01/20/2017	<u>120</u>	AMENDED ANSWER to <u>62</u> Amended Complaint, and COUNTERCLAIMS against Intercept Pharmaceuticals Inc., by Stefano Fiorucci. (nms) (Entered: 01/20/2017)

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REEL: 042072 FRAME: 0659

Description:	Docket Report	Search Criteria:	1:14-cv-01313-RGA Start date: 1/1/1970 End date: 1/23/2017
Billable Pages:	10	Cost:	1.00

EXHIBIT B

AMENDED AND RESTATED CONSULTING AGREEMENT

This Amended and Restated Consulting Agreement (this "Agreement") dated as of July 1, 2006, between Intercept Pharmaceuticals, Inc. (the "Company"), a Delaware corporation, with offices at 421 Hudson Street, Suite 212, New York, New York 10014, and Dr. Stefano Fiorucci ("Consultant"), residing at Via dei Narcisi 25, 06100 Perugia, Italy.

ARTICLE 1. RECITALS

1.1. This Agreement supercedes the Consulting Agreement entered into by the Company and Consultant on January 1, 2005, (the "Prior Agreement") which is hereby terminated. This Agreement therefore constitutes the entire agreement between the parties hereto.

1.2. Consultant is an employee of the Cattedra di Gastroenterologia, Dipartimento di Medicina Clinica e Sperimentale of the Università di Perugia (the "University").

1.3. Concurrently with the execution of this Agreement, Company, Consultant and University are entering into an Amended and Restated Sponsored Research Agreement (the "Sponsored Research Agreement").

1.4. Company, on behalf of itself and its subsidiaries, successors and assigns, whether now existing or hereafter acquired or established desires to obtain the services of Consultant, and Consultant is willing to render his services upon the terms and conditions set forth below, in the following field (hereinafter known as the "Field of Interest"):

Investigation of bile acid receptor molecular biology and nonclinical pharmacology of INT-747 (6-ECDCA) and other steroidal and non-steroidal bile acid receptor ligands, including but not limited to ligands for FXR, TGR5 and FPR screened and characterized in various in vitro and in vivo models of liver, GI, metabolic, cardiovascular, renal, inflammatory and other diseases in support of the Company's research and development priorities; and support of a clinical development program to advance INT-747 (6-ECDCA) and/or other Company prioritized development candidates into and through human clinical trials.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Company and Consultant, intending to be legally bound, hereby agree as follows:

ARTICLE 2. ENGAGEMENT AND SCOPE OF WORK

2.1. Engagement. Subject to the terms and conditions of this Agreement, the Company hereby retains Consultant to serve as Chairman of the Scientific Advisory Board, and, acting as the Company's Vice President of Research reporting directly to the Chief Executive Officer, to perform such consulting and advisory services in the Field of Interest as the Company may reasonably request, and Consultant hereby accepts such engagement. Such consulting and advisory services are referred to herein as the "Services", which Services are described in Exhibit A attached hereto and whose scope may be modified according to the reasonable needs of the Company during the Term of this Agreement.

2.2. Commitment. Consultant agrees to make himself available to render the Services as requested by the Company at such times and locations as may be mutually agreed and to perform such Services in a professional and workmanlike manner.

2.3. Other Activities. Consultant hereby represents that Consultant is not party to any existing written or oral agreement, arrangement, understanding or other relationship pursuant to which Consultant is obligated to render advice and services to a commercial entity in the Field of Interest. Consultant hereby agrees and acknowledges that, during the term of the Agreement (the "Term", defined below), Consultant will not enter into any other written or oral agreement, arrangement, understanding or other relationship pursuant to which Consultant is obligated to render advice and services relating to the Field of Interest, to a commercial entity other than the University or Company.

2.4. Publications. Consultant will furnish Company with a copy of any proposed publication concerning any aspect of the Field of Interest in advance of its submission for publication. Consultant shall give Company the option of receiving a sponsorship acknowledgment in any such publication.

ARTICLE 3. PAYMENTS AND INVOICES

3.1. Quarterly Fee. In consideration for Consultant's performance of the Services described hereunder, the Company will pay Consultant a fee at an initial rate of Twenty-Five Thousand Euros (€25,000) per quarter commencing as of the date first written above (the "Quarterly Fee"). For the purposes of this Agreement, the Quarterly Fee shall be paid in arrears at the end of each calendar quarter. Payment for any partial quarter shall be prorated. Based on Consultant's continuing successful performance of the Services as determined by the Board of Directors of the Company, as of January 1, 2007, the Quarterly Fee will increase to Thirty Thousand Euros (€30,000) and, as of January 1, 2008, to Thirty-Five Thousand Euros (€35,000).

3.2. Bonus. Consultant will be eligible to receive a bonus from time to time and at least once annually under the Company's bonus plan for senior management, as determined by the Board of Directors of the Company. Such bonus plan will be based on the achievement of predefined Company milestones.

3.3. Intellectual Property Payments. In consideration for Consultant's assignment of intellectual property rights as set forth in Section 4 hereof, Consultant will be eligible to receive intellectual property assignment payments during the term of this Agreement ("IP Payments"). The IP Payments will be annualized payments of One Hundred Thousand Euros (€100,000) each, to be paid promptly at the end of the Company's fiscal year. IP Payments for any partial year shall be prorated.

3.4. Stock Option. In further consideration of Consultant's performance of the Services and Consultant's assignment of intellectual property rights as set forth in Section 4 hereof, the Company shall grant Consultant an option to purchase one hundred thousand (200,000) shares of Common Stock of the Company (the "Stock Option") at an exercise price equal to the fair market value of such Common Stock as at the date of this Agreement. The granting and terms of the Stock Option shall be subject to the terms and conditions of a Stock Option Agreement to be entered into between Consultant and the Company at the time of grant.

3.5. Expenses. Travel and related expenses reasonably incurred by Consultant in connection with the performance of Services under this Agreement and documented by Consultant will be reimbursed at actual cost by the Company in accordance with general policies and procedures established by the Company from time to time. No reimbursement shall be made, however, for any expenses incurred by Consultant during the performance of the Services unless such expenses are approved in advance by the Company. All approvals by the Company must be given or confirmed in writing; expense approvals can be requested from the Chief Executive Officer or Chief Financial Officer of the Company.

3.6. Benefits. Consultant shall not be entitled to any benefits, coverages or privileges, including, without limitation, social security, unemployment, medical or pension payments, made available to employees of the Company.

ARTICLE 4. CONFIDENTIALITY AND INVENTIONS

4.1. Inventions. (a) All new chemical entities, inventions, discoveries, data, innovations and improvements (whether or not patentable and whether or not copyrightable) related to the Field of Interest which are made, conceived, reduced to practice, created, written, designed or developed by Consultant, solely or jointly with others and whether during normal business hours or otherwise, during the term of this Agreement or thereafter if resulting or directly derived from Materials (as defined below) or Proprietary Information (collectively, the "Inventions"), shall become the sole and exclusive property of the Company. Consultant hereby assigns to the Company all Inventions and any and all related patents, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere and appoints any officer of the Company as his duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority. Upon the request of the Company, Consultant shall execute such further assignments, documents and other instruments as may be necessary or desirable to fully and completely assign all Inventions to the Company and to assist the Company in applying for, obtaining and enforcing patents or copyrights or other rights in the United States and in any foreign country with respect to any Invention. Consultant also hereby waives all claims to moral rights in any Inventions.

(b) Consultant shall promptly disclose to the Company all Inventions and will maintain adequate and current written records (in the form of notes, sketches, drawings and as may be specified by the Company) to document the conception and/or first actual reduction to practice of any Invention. Such written records shall be available to and remain the sole property of the Company at all times. Consultant will further make all reasonable diligent efforts to protect Inventions prioritized by the Company by drafting, filing and assigning all related patents.

(c) Notwithstanding the foregoing, the Company hereby grants to the University a non-exclusive license, without the right to grant sublicenses, to all Inventions solely for Consultant's and University's internal, non-commercial, academic use.

(d) Company shall have a right of first negotiation with Consultant for additional valuable consideration to secure the assignment or licensing of Inventions outside the scope of the Field of Interest but relating to novel ligands designed, synthesized and/or developed by Consultant for other targets. Upon Consultant disclosure to Company of any such Invention,

Company shall have thirty (30) days in which to engage in good faith negotiation of terms with Consultant.

4.2. Proprietary Information. (a) Consultant acknowledges that his relationship with the Company is one of high trust and confidence and that in the course of his service to the Company he will have access to and contact with Proprietary Information and Materials. Consultant agrees that he will not, during the Term or at any time thereafter, disclose to others, or use for his benefit or the benefit of others, any Proprietary Information, Materials (as defined below) or Invention. Consultant shall not disclose to Company or use in the course of providing the Services any trade secret or other confidential or proprietary information or technology of any third party.

(b) For purposes of this Agreement: (i) "Proprietary Information" shall mean all information, whether or not in writing, of a private, secret or confidential nature concerning the Company's business, business relationships or financial affairs that is communicated to, learned of, developed or otherwise acquired by Consultant in the course of his service as a consultant to the Company, including, but not limited to, all Inventions, products, processes, methods, techniques, formulas, compositions, compounds, research data, clinical data, financial data, personnel data, computer programs, customer and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company; and (ii) "Materials" shall mean, without limitation, any and all reagents, substances, cellular assays, animal models, and steroidal and non-steroidal chemical scaffolds, structures and compounds used by Consultant in the conduct of the Services in the Field of Interest.

(c) Consultant's obligations under this Section 4.2 shall not apply to any Proprietary Information that (i) is or becomes known to the general public under circumstances involving no breach by Consultant or others of the terms of this Section 4.2, (ii) is generally disclosed to third parties by the Company without restriction on such third parties, or (iii) is approved for release by written authorization of an officer of the Company.

(d) Upon termination of this Agreement by the Company for cause (as defined below in Section 6.2), upon Company request Consultant shall promptly deliver to the Company all Materials, records, files, memoranda, notes, designs, data, reports, price lists, customer lists, drawings, plans, computer programs, software, software documentation, sketches, laboratory and research notebooks and other documents (and all copies or reproductions of such materials) relating to the business of the Company.

4.3. Non-Competition and Non-Solicitation. During the term of this Agreement, and for a period of one (1) year thereafter, Consultant shall not, without the Company's prior written consent, (i) directly or indirectly, as a principal, employee, consultant, partner or stockholder of, or in any other capacity with, any business enterprise (other than in Consultant's capacity as a holder of not more than 1% of the combined voting power of the outstanding stock of a publicly held company) develop, design, produce, market, sell or render (or assist any other person or entity in developing, designing, producing, marketing, selling or rendering) products or services competitive with those developed, designed, produced, marketed, sold or rendered by the Company during the Term; and (ii) (A) solicit, or permit any organization directly or indirectly controlled by Consultant to solicit, any employee of the Company to leave the employ of the Company, or (B) solicit for employment, hire or engage as an independent contractor, or permit

any organization directly or indirectly controlled by Consultant to solicit for employment, hire or engage as an independent contractor, any person who was employed by the Company at any time during the term of Consultant's engagement with the Company; provided, that this clause (B) shall not apply to any individual whose employment with the Company has been terminated for a period of six months or longer.

4.4. United States Government Obligations. Consultant acknowledges that the Company from time to time may have agreements with the United States Government, or agencies thereof, that impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. Consultant agrees to be bound by all such obligations and restrictions that are known to him and to take all action necessary to discharge the obligations of the Company under such agreements.

4.5. Remedies. Consultant acknowledges and agrees that the restrictions contained in this Article 4 are necessary for the protection of the business and goodwill of the Company and are considered by Consultant to be reasonable for such purpose. Consultant agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage which is difficult to measure and for which the Company cannot be adequately compensated by monetary damages alone. Therefore, in the event of any such breach or threatened breach, Consultant agrees that the Company, in addition to such other remedies which may be available, shall have the right to specific performance of the provisions of this Article 4 and shall have the right to obtain an injunction from a court restraining such a breach or threatened breach. Consultant hereby waives the adequacy of a remedy at law as a defense to such relief.

ARTICLE 5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONSULTANT

5.1. Absence of Restrictions. Consultant further represents and warrants to the Company that (i) he is currently under no contractual or other restriction or obligation which is inconsistent with Consultant's execution of this Agreement or the performance of the Services or any other obligation hereunder or thereunder, and (ii) as of January 1, 2007, apart from his ongoing duties as an employee of the University, Consultant will not be party to, nor during the Term will he enter into, any agreement with another party, whether written, oral or otherwise, requiring him to perform consulting, advisory or any other services, except in the case that the Company expressly consents in writing that Consultant may enter into such an agreement.

5.2. Consultant's conduct of the Services under this Agreement and execution hereof shall not conflict with any obligations of Consultant to the University;

ARTICLE 6. TERM AND TERMINATION

6.1. Term. The term of this Agreement shall commence on the date first written above and continue in full force and effect until December 31, 2008 (the "Term"). The parties will commence discussions no later than sixty (60) days prior to the end of the Term to determine whether they have a mutual interest in renewing this Agreement.

6.2. Termination for Breach. The parties may not terminate this Agreement, except that the Company may terminate with cause if Consultant materially breaches any provision of Article 4 above or Consultant may terminate with cause if Company breaches Article 3 above as it concerns Consultant remuneration. In case of material breach by either party and failure by the breaching party to remedy fully such breach within thirty days of receipt of written notification from the non-breaching party, the non-breaching party may immediately terminate this Agreement upon delivery of written notice to the breaching party. Notwithstanding the foregoing, (i) the Company may immediately terminate this Agreement upon termination of the Sponsored Research Agreement subject to Section 6.2 Termination for Breach by either Research Party or Section 6.3 Sponsor Termination for Specific Cause; and (ii) Consultant may immediately terminate this Agreement upon termination of the Sponsored Research Agreement subject to Section 6.2 Termination for Breach by Sponsor or Section 6.5 Research Parties Termination for Specific Cause. In the event of termination of this Agreement other than by the Company pursuant to this Section 6.2, Consultant shall be entitled to payment hereunder and reimbursement of expenses incurred prior to the effective date of termination. In the event of expiration or termination of this Agreement, the provisions of Sections 2.4, 7.1, 7.7 and Article 4 of the Agreement shall survive.

6.3. Effect of Company Successor Termination Pursuant to a Change of Control. In the case of a change of control of Company after which Company's successor terminates this Agreement without cause, then Consultant shall be entitled to immediate full payment of all fees and bonuses due under Article 3 above through the end of the Term. Consultant shall also be entitled to immediate reimbursement of all expenses incurred prior to the effective date of termination. Any Consultant stock options subject to a vesting period shall fully vest at the time of such a change of control. Such payments and stock option vesting shall constitute full settlement of any and all claims of Consultant of every description against the Company.

ARTICLE 7. MISCELLANEOUS

7.1. Independent Contractor and Indemnification. Consultant hereby acknowledges and agrees that he shall perform all services under this Agreement as an independent contractor and not as an employee or agent of the Company. As a result, Consultant is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Company or to bind the Company in any manner. Consultant shall have sole responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws and for filing all required tax forms with respect to any amounts paid by the Company to Consultant hereunder. Consultant shall indemnify and hold the Company harmless against any claim or liability of any kind (including penalties, fees or charges of any kind whatsoever) resulting from failure by Consultant to pay such taxes or contributions or file any such tax forms.

7.2. Notices. All notices, requests, demands and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given to a party if delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid, to such party at its address set forth in the first paragraph or at such other address as such party shall have designated by notice in writing to the other party.

7.3. Severability. If, under applicable law or regulation, any provision of this Agreement is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement (“Severed Clause”), it is mutually agreed that this Agreement shall endure except for the Severed Clause. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such Severed Clause in light of the intent of this Agreement.

7.4. Captions. Captions of sections have been added only for convenience and shall not be deemed to be a part of this Agreement.

7.5. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to its assets or business; provided, however, that the obligations of Consultant are personal and shall not be assigned by him.

7.6. Complete Agreement; Amendments. This Agreement and the Sponsored Research Agreement between the parties of even date herewith constitute the entire and only agreements between the parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded hereby and thereby, provided that the parties’ surviving obligations under all previous agreements they have together been party to are not superseded by this Agreement or by the new Sponsored Research Agreement. This Agreement may not be modified or amended except in a writing signed by both parties.

7.7. Rights of Publicity. Consultant hereby acknowledges and agrees that the Company shall have the right to use Consultant’s name and likeness in any publicity materials prepared by it and in presentations to current or prospective clients, investors and others. Consultant shall not have the right to use the Company’s name in any publications or publicity materials prepared by him without obtaining the prior written consent of the Company in its sole and absolute discretion.


7.8. Governing Law. This Agreement shall be considered to have been made in the United States, and shall be interpreted in accordance with the laws of the State of Delaware, United States of America, without regard to any conflict of law provisions thereof that would cause the application of laws of other jurisdictions, and the parties hereby submit to the jurisdiction of the courts of that state.

7.9. Nonwaiver Provision. The waiver by either party hereto of any right hereunder or of the failure to perform or of a breach by the other party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other party whether of a similar nature or otherwise. This Agreement does not create any rights in any other person other than the parties to this Agreement and their respective successors and assigns.

7.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Company and Consultant have duly executed and delivered this Agreement as of the date first above written.

INTERCEPT PHARMACEUTICALS, INC.: **CONSULTANT:**

By: 

Mark Pruzanski

Title: Chief Executive Officer

By: _____
Stefano Fiorucci

Exhibit A: Services

Consultant's responsibilities in performing the Services in the role of Vice President of Research and Chairman of the Scientific Advisory Board will involve the following:

- Italian private research facility (to be fully operational by Q4 2006)
 - i. Identify and secure appropriate space
 - ii. Coordinate build out, equipment and supplies procurement
 - iii. Recruit research and administrative personnel
 - iv. Manage ongoing operations and budget
- Design and implementation of an annual drug discovery research plan per the SRA
 - i. Program focus areas (FXR, TGR5, etc.)
 - ii. Lead compound screening, selection and optimization
 - iii. Disease prioritization
 - iv. Research collaborations with Genextra and other labs
 - v. Coordination of European CRO outsourced lead compound studies
- INT-767 IND candidate selection
 - i. Compilation of IND-supporting non-GLP in vitro and in vivo data
 - ii. Coordination of IND-supporting external collaborative studies
 - iii. IND preparation support
- Clinical development plan
 - i. Input into Phase 2 and 3 clinical trial protocols
 - ii. Oversee Italian clinical studies
 - iii. Participate in clinical advisory meetings with opinion leaders and FDA
- Scientific Advisory Board meetings and conferences
 - i. Input on selection of SAB members
 - ii. Organize semi-annual SAB meetings
 - iii. Coordinate conference presentations of SAB/collaborative research
 - iv. Organize Intercept FXR conference in Perugia (2007)
- Intellectual Property
 - i. Coordinate timely patent preparation with Roberto Pellicciari
 - ii. Provide adequate supporting in vitro and in vivo data
 - iii. Coordinate with company patent counsel on patent strategy
- Other meetings
 - i. Attendance of regularly scheduled scientific meetings with Genextra
 - ii. Attendance and presentations at occasional Company Board meetings

The Company may from time to time during the Term make reasonable requests of Consultant beyond the scope of the responsibilities listed.

EXHIBIT C



April __, 2008

Roberto Quartesan, MD
Direttore
Dipartimento di medicina Clinica e Sperimentale
Università di Perugia
Via E dal Pozzo
06100 Perugia
Italy

Stefano Fiorucci, MD
Associate Professor
Cattedra di Gastroenterologia Dipartimento di Medicina Clinica e Sperimentale
Università di Perugia
Via E dal Pozzo
06100 Perugia
Italy

Gentlemen:

Reference is made to the Amended and Restated Sponsored Research Agreement dated as of July 1, 2006 between Intercept Pharmaceuticals, Inc. (the "Company"), the Cattedra di Gastroenterologia Dipartimento di Medicina Clinica e Sperimentale of the Università di Perugia (the "University") and Dr. Stefano Fiorucci (the "Principal Investigator" and, together with the University, the "Research Parties"), as amended (the "Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

By mutual agreement, the Company and Research Parties wish to terminate the Agreement. Accordingly, this letter agreement records the agreement between the Research Parties and the Company relating to the termination of the Agreement and serves, as applicable, as an amendment to the Agreement.

1. **Termination** - Subject to paragraphs 3, 4, 6 and 7 below, by mutual agreement, effective as of the date first written above (the "Termination Date"), the Agreement is hereby terminated and is of no further force or effect.
2. **Funding** - As further consideration for funding the Research Project, and in lieu of any and all payments otherwise contemplated by or due under the Agreement, the Company will make a final payment to the University of €50,000 upon execution of this letter agreement by the Research Parties.
3. **Research Project** - The Principal Investigator shall, together with the Project Participants, complete the current ongoing *in vitro* and *in vivo* studies and not initiate any new studies, as defined in the Research Project Workplan attached as Exhibit A hereto (the "Research

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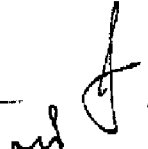


Project Workplan"). The Principal Investigator and Project Participants will provide the Company with copies of all scientific records ("Records") relating to the Research Project, including copies of laboratory notebooks and computer files containing experimental protocols, data, figures, slides, article drafts and final published papers. In addition, the Principal Investigator will provide the Company with slides summarizing the data and more detailed final reports on the following projects ("Reports"):

- (i) The role of INT-747 / FXR compared with rosiglitazone / PPAR γ (or combined INT-747 and rosiglitazone) in the regulation of lipid and carbohydrate metabolism in the liver and peripherally (e.g., insulin sensitization, inhibition of atherosclerosis, etc.), as well as other markers of inflammation, immune response, fibrosis, energy expenditure, and so on, based on experimental *in vitro* data and *in vivo* results from ApoE $-/-$, ob/ob, NOD, Zucker, FXR $-/-$ and other rodent models;
- (ii) The role of INT-747 / FXR in the regulation of inflammation and immunity based on *in vitro* data and *in vivo* results from rodent models of inflammation, IBD (e.g., TNBS) and autoimmune hepatitis (e.g., ConA);
- (iii) The role of INT-747 / FXR in the regulation of hydrogen sulfide generation based on *in vitro* data and *in vivo* results from rodent models of cirrhosis / portal hypertension;
- (iv) The profile of INT-767 (UPF-1103) compared with INT-747 and rosiglitazone (where applicable) in cholestasis, liver fibrosis, diabetes, NASH and other diseases models based on all *in vitro* and *in vivo* studies conducted; and
- (v) The profile of UPF-855 / TGR5 compared with INT-747 and INT-767 (UPF-1103) in diabetes and NASH based on *in vitro* and *in vivo* results obtained in the ob/ob mouse.

Slides summarizing the data for all of the projects and the final report on INT-767 (UPF-1103) will be made available to the Company by April 30, 2008. The complete set of Records and final versions of all the Reports will be delivered to the Company no later than June 30, 2008, and must be deemed by the Company to be satisfactory, in the Company's sole discretion.

In addition, pursuant to the Principal Investigator's obligation to furnish the Company with a copy of any proposed publication relating to the Research Project, the Company will have up to 14 days from the actual receipt of such proposed publication to complete its review and, in the case that the Company identifies any patentable invention and elects to file a patent, the Company must notify the Principal Investigator in writing of such election. Upon such notice, the Principal Investigator will collaborate in good faith with the Company and its agents to finalize such patent and the Principal Investigator shall not submit the proposed publication for publication until such patent has been filed.

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4. **Research Materials** -- All unused quantities of INT-747, INT-767 (1103), UPF-855 and any other FXR or TGR5 ligands belonging to the Company ("Research Compounds") will be returned to the Company in the care of its laboratory Intercept Italia by April 30, 2008. All samples, frozen sections and tissues from completed or ongoing studies ("Research Samples") will be maintained by the Research Parties until the Termination Date, or for a further extended period of time at the Company's expense, pending the Company's written instructions to the Research Parties regarding the transfer or disposal of such Research Samples and compounds.

5. **Release of Company** -- In consideration of the mutual promises contained herein, the Research Parties, together (as applicable) with each of their respective employees, directors, administrators, Project Participants, research technicians, agents, trustees, attorneys, heirs, executors, predecessors, successors and assigns, hereby fully, forever, irrevocably and unconditionally release, remise and discharge the Company and its subsidiaries, and their respective officers, directors, stockholders, corporate affiliates, agents, employees, contract workers, consultants, dependents, successors and assigns (each in their individual and corporate capacities) (hereinafter, the "Company Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature, whether at law or in equity, whether or not the facts giving rise to such claims are now known or unknown (collectively, "Claims"), that they ever had or now have against the Company Released Parties.

6. **Release of Principal Investigator** -- In consideration of the mutual promises contained herein, the Company and its subsidiaries, and their respective officers, directors, stockholders, corporate affiliates, agents, employees, contract workers, consultants, dependents, successors and assigns (each in their corporate capacities and their capacities as agents of the Company), hereby fully, forever, irrevocably and unconditionally release, remise and discharge the Principal Investigator, together (as applicable) with his agents, trustees, attorneys, heirs, executors and assigns (hereinafter, the "Principal Investigator Released Parties") from any and all Claims that they ever had or now have against the Principal Investigator Released Parties; provided, however, that, notwithstanding anything to the contrary in this Agreement, no Principal Investigator Released Party is released from any of its obligations under this letter agreement or related to this letter agreement or from any Claims arising out of this letter agreement.

7. **Non-Disparagement; No Interference** -- The Principal Investigator understands and agrees that he shall not at any time make any false, disparaging or derogatory statements to any person or entity, including any media outlet, regarding the Company and its subsidiaries or any of their respective directors, officers, stockholders, employees, contract workers, consultants, agents, dependents or representatives or about the Company's and its subsidiaries' research and development programs, business affairs and financial condition.

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8. **Existing Agreements** - The Research Parties hereby acknowledge and reaffirm that, except as amended by this letter agreement, their obligations pursuant to Articles 2.3, 2.5, 3.2, 4, 5, 7 and 8 of the Agreement remain in full force and effect.

9. **Continued Assistance** - The Research Parties agree that they will continue after the Termination Date to provide all reasonable and timely assistance to the Company in facilitating its efforts to perfect the assignment, prosecution and maintenance of any of the Company's patents or patent applications based on Research Project Technology. In addition, the Principal Investigator agrees that he will provide timely clarifications, as required by the Company, regarding experimental protocols, methods and results included in any future regulatory filings for INT-747 and INT-767 (UPF-1103).

10. **Confidentiality** - To the extent permitted by law, the Company and the Research Parties understand and agree that, as a condition for the consideration provided herein, the terms and contents of this letter agreement and the contents of the negotiations and discussions resulting in this letter agreement, shall be maintained as confidential by the Research Parties and their agents and representatives and by the Company's Board of Directors and Company employees with knowledge of this letter agreement, and shall not be disclosed to anyone other than to the parties' respective accountants, attorneys, and tax and financial advisors, and in the case of the Company, to other individuals as the Company deems appropriate for the operation of its business (including, without limitation, potential investors in the Company), except to the extent required by federal or state law or as otherwise agreed to in writing by the parties.

11. **Miscellaneous** (a) This letter agreement shall be binding upon the parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by duly authorized representatives of the parties hereto. This letter agreement is binding upon and shall inure to the benefit of the parties and their respective agents, assigns, heirs, executors, successors and administrators. (b) No delay or omission by the Company in exercising any right under this letter agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. (c) Should any provision of this letter agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this letter agreement. (d) This letter agreement shall be interpreted and construed by the laws of the State of Delaware, without regard to conflict of laws provisions that would cause the application of the laws of any other jurisdiction. (e) This letter agreement contains and constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof (including their funding payments and the settlement of claims against the Company) and cancels all previous oral and written negotiations, agreements, commitments, writings in connection therewith. Nothing in this paragraph, however, shall modify, cancel or supersede their obligations set forth in paragraphs 3, 4, 5, 6, 8, 9 or 10 herein.

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New York, NY 10013

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CONFIDENTIAL

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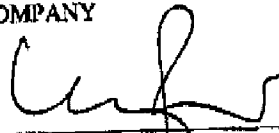
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12. **Acknowledgments** -- The Research Parties acknowledge that the Company has advised them to consult with any attorney of their own choosing prior to signing this letter agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date hereof.

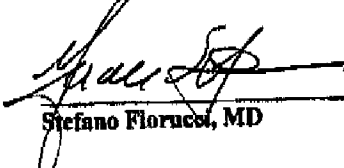
COMPANY



Mark Pruzanski, MD
President and CEO
Intercept Pharmaceuticals

April 2, 2008
Date


PRINCIPAL INVESTIGATOR



Stefano Fiorucci, MD

2 Aprile, 2008
Date

UNIVERSITA DI PERUGIA CATTEDRA DI GASTROENTEROLOGIA,
DIPARTIMENTO DI MEDICINA CLINICA E SPERIMENTALE



Roberto Quartesan, MD
Director

2 April 2008
Date

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