

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4420143

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NOVARTIS AG	11/26/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ARRAY BIOPHARMA, INC.
<b>Street Address:</b>	3200 WALNUT ST.
<b>City:</b>	BOULDER
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80301
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14057498
Application Number:	61716169
Application Number:	14974588
Application Number:	14974655
Application Number:	15053441
Application Number:	15445393
PCT Number:	US2013065633
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(877)769-7945
<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>	
<b>Phone:</b>	(612) 335-5070
<b>Email:</b>	apsi@fr.com
<b>Correspondent Name:</b>	ANGELA D. FOLLETT
<b>Address Line 1:</b>	FISH & RICHARDSON P.C.
<b>Address Line 2:</b>	P.O.BOX 1022
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55440-1022
<b>ATTORNEY DOCKET NUMBER:</b>	41357-0012001
<b>NAME OF SUBMITTER:</b>	JILL A. WRIGHT
<b>SIGNATURE:</b>	/Jill A. Wright/
<b>DATE SIGNED:</b>	05/18/2017

PATENT

**Total Attachments: 6**

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source=MEK162 Patent Assignment Agreement (Executed)#page2.tif

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**PATENT ASSIGNMENT AGREEMENT**

This PATENT ASSIGNMENT AGREEMENT, dated March 2, 2015, is made by and between Novartis AG, a Swiss corporation (“**Assignor**”), and Array BioPharma Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used but not defined herein will have the meanings given to them in the Termination and Asset Transfer Agreement, dated November 26, 2014, (the “**Agreement**”), by and among Assignor, Assignee, and Novartis International Pharmaceutical Ltd.

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the Transferred Patents (as defined in the Agreement), including the patents set forth on Schedule A attached hereto and has the unrestricted right to sell, assign and transfer such patents and/or patent application; and

WHEREAS, pursuant to the terms of the Agreement, Assignor has agreed, among other things, to transfer to Assignee said patents and/or patent applications.

NOW THEREFORE, for good and valuable consideration of the payment of the amounts set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignor hereby conveys, assigns, and transfers to Assignee, and Assignee hereby accepts, Assignor’s entire right, title and interest in, to and under the Transferred Patents (as defined in the Agreement), including the patents set forth on Schedule A hereto, including all issuances, divisions, continuations, substitutions, continuations-in-part, re-examinations, re-issues, additions, renewals, and extensions and all rights of any kind accruing under any of the foregoing provided by Applicable Laws, by international treaties and conventions and otherwise throughout the world, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto (all of the foregoing herein collectively referred to as the “**Patent Rights**”).

Section 2. Assignor hereby authorizes the Commissioners for Patents and Trademarks of the U.S. Patent and Trademark Office and other empowered officials of relevant intellectual property offices and other governmental or regulatory authorities in each jurisdiction other than the United States, to record the transfer to Assignee of all of Assignor’s rights, title and interests in, to and under the Patent Rights, and to issue all future registrations and other rights relating to such Patent Rights to Assignee.

Section 3. Assignor hereby covenants that, from time to time after the delivery of this instrument, at Assignee’s request and without further consideration, Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances

as reasonably may be required more effectively to convey and transfer to Assignee, and put Assignee in possession of, any of the Patent Rights.


Section 4. In the event of any conflict between this Patent Assignment Agreement and the Agreement, the provisions in the Agreement shall control. Nothing herein is intended to alter, modify, expand or diminish the terms set forth in the Agreement.


Section 5. This Patent Assignment Agreement is executed by, and will be binding upon, Assignee and Assignor and their respective successors and assigns for the uses and purposes set forth herein, effective immediately upon the Effective Date.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment Agreement to be signed by their respective representatives thereunto duly authorized, all as of the date first written above.

NOVARTIS AG

By:   
Name: Harry Kunkel  
Title: Chief Financial Officer

By:   
Name: Felix E. Groat  
Title: Group General Counsel

ARRAY BIOPHARMA INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment Agreement to be signed by their respective representatives thereunto duly authorized, all as of the date first written above.

NOVARTIS AG

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

ARRAY BIOPHARMA INC.

By: \_\_\_\_\_  
Name: *Ron Squaker*  
Title: *CEO*

**SCHEDULE A**

Patents

<b>Novartis Case No.</b>	<b>Country</b>	<b>Type</b>	<b>Filing Date</b>	<b>Filing No.</b>	<b>Publication</b>
54777	AE	PCT	29 Aug 2012	P182/14	
54777	AU	PCT	29 Aug 2012	2012302106	
54777	BR	PCT	29 Aug 2012	112014002885.0	
54777	CA	PCT	29 Aug 2012	2845571	
54777	CL	PCT	29 Aug 2012	0496/2014	26 Sep 2014
54777	CN	PCT	29 Aug 2012	201280042502.X	30 Apr 2014
54777	DZ	PCT	29 Aug 2012	140187	
54777	EG	PCT	29 Aug 2012	171/2014	
54777	EP	EPT	29 Aug 2012	12756614.9	09 Jul 2014
54777	HK	FPR	15 Sep 2014	14109300.0	
54777	ID	PCT	29 Aug 2012	P00201401112	
54777	IL	PCT	29 Aug 2012	231126	
54777	JP	PCT	29 Aug 2012	2014-528530	
54777	KR	PCT	29 Aug 2012	2014-7005039	05 Jun 2014
54777	MA	PCT	29 Aug 2012	PV/36785	
54777	MX	PCT	29 Aug 2012	MX/a/14/002480	10 Apr 2014
54777	NZ	PCT	29 Aug 2012	620542	
54777	PH	PCT	29 Aug 2012	1-2014-500191	07 Mar 2013
54777	RU	PCT	29 Aug 2012	2014112324	
54777	SG	PCT	29 Aug 2012	2014005029	
54777	TH	PCT	29 Aug 2012	1401000975	
54777	TN	PCT	29 Aug 2012	2014/0031	
54777	US	PCT	29 Aug 2012	14/239165	17 Jul 2014
54777	US	PSP	01 Sep 2011	61/530128	
54777	WO	PCT	29 Aug 2012	PCT/US2012/052750	07 Mar 2013
54777	ZA	PCT	29 Aug 2012	2014/00460	
55337	AR	NP	18 Oct 2013	20130103796	

<b>Novartis Case No.</b>	<b>Country</b>	<b>Type</b>	<b>Filing Date</b>	<b>Filing No.</b>	<b>Publication</b>
55337	GC	NP	21 Oct 2013	P/2013/25608	
55337	IQ	NP	13 Oct 2013	362/2013	
55337	JO	NP	20 Oct 2013	304/2013	
55337	LB	NP	09 Oct 2013	4092	
55337	PK	NP	14 Oct 2013	0705/2013	
55337	TW	NP	18 Oct 2013	102137813	16 Jul 2014
55337	US	NP	18 Oct 2013	14/057498	08 May 2014
55337	US	PSP	19 Oct 2012	61/716169	
55337	VE	NP	18 Oct 2013	2013/1305	
55337	WO	PCT	18 Oct 2013	PCT/US2013/065633	24 Apr 2014