

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4405861

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BENEDICT MCKEEVER	05/02/2017
LOUIS JOSEPH DIORAZIO	05/02/2017
MARTIN FRANCIS JONES	05/02/2017
SOPHIE LAURE MARIE JANBON	05/02/2017
LEIGH FERRIS	05/02/2017
PAWEL STANISLAW SIEDLECKI	05/02/2017
GWYDION HUW CHURCHILL	05/02/2017
PETER ALAN CRAFTS	05/02/2017
RECEIVING PARTY DATA	
Name:	ASTRAZENECA UK LIMITED
Street Address:	1 FRANCIS CRICK AVENUE
Internal Address:	CAMBRIDGE BIOMEDICAL CAMPUS
City:	CAMBRIDGE
State/Country:	UNITED KINGDOM
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15178967
CORRESPONDENCE DATA	
Fax Number:	(312)913-0002
<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:	312-913-0001
Email:	neth@mbhb.com
Correspondent Name:	MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP
Address Line 1:	300 SOUTH WACKER DRIVE
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	13-1820-US-DIV
NAME OF SUBMITTER:	MICHAEL S. GREENFIELD
SIGNATURE:	/Michael S. Greenfield/

DATE SIGNED:

05/09/2017

Total Attachments: 27

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THIS DEED is made the 2nd day of MAY 2017 ~~2016~~ 18

BETWEEN:

(1) BENEDICT MCKEEVER; LOUIS JOSEPH DIORAZIO; MARTIN FRANCIS JONES; LEIGH FERRIS; SOPHIE LAURE MARIE JANBON; PAWEL STANISLAW SIEDLECKI; GWYDION HUW CHURCHILL; ~~and PETER ALAN CRAFTS~~; all c/o Astra Zeneca, Charter Way, Macclesfield, Cheshire, SK10 2NA, United Kingdom ^{*} (hereinafter collectively called "the Inventors" which expression where the context so allows shall include their personal representatives and assigns);

P. Crafts.
*

and PETER ALAN CRAFTS, of Hoghillock, Drumoak, Banchoy, Aberdeenshire, AB31 5HQ

(2) ASTRAZENECA UK LIMITED, a company incorporated under the laws of England and Wales and having its registered office at 1 Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge, United Kingdom (hereinafter called "AstraZeneca UK" which expression where the context so allows shall include its successors and assigns);

(3) ASTRAZENECA AB, a corporation incorporated under the laws of Sweden and having its registered office at SE-151 85, Sodertalje, Sweden (hereinafter called "AstraZeneca AB" which expression where the context so allows shall includes it successors and assigns); and

(4) RIGEL PHARMACUETICALS, INC., a corporation incorporated under the laws of the state of Delaware, United States of America and having its principal place of

business at 1180 Veterans Boulevard, South San Francisco, California 94080, United States of America (hereinafter called "Rigel" which expression where the context so allows shall include its successors and assigns).

WHEREAS :-

- (A) The Inventors claim to be the inventors of an invention relating to "Pharmaceutical Process and Intermediates" ("the Invention") which is the subject of one or more applications for patent protection initially as identified in the Schedule hereto. The Invention is the subject matter of US Patent Application No. 61 919 671 filed on 20 December 2013 in the name of each of the Inventors ("the US Priority Application").
- (B) The Inventors made their contribution to the Invention while in the employment of AstraZeneca UK and in the course of their normal duties or in the course of duties falling outside their normal duties but specifically assigned to them and the circumstances were such that an invention might reasonably be expected to result from the carrying out of their duties and accordingly all their right, title, share and interest in and to the Invention is to be taken (as between the Inventors and AstraZeneca UK) to belong to AstraZeneca UK for the purposes of the Patents Act 1977 and for all other purposes of whatsoever nature. Furthermore by a Confirmatory Assignment effective 20 December 2013 the Inventors assigned to AstraZeneca UK all their right, title, share and interest in and to all intellectual property rights relating to the Invention including the US Priority Application.

- (C) By an Assignment of Patent Rights effective 20 December 2013 between AstraZeneca UK of the one part and AstraZeneca AB of the other part AstraZeneca UK assigned to AstraZeneca AB all its right, title and interest in and to all intellectual property rights relating to the Invention including the US Priority Application.
- (D) By a Patent Assignment dated 20 February 2014 between AstraZeneca AB of the one part and Rigel of the other part AstraZeneca AB assigned to Rigel all its right, title and interest in and to all intellectual property rights relating to the Invention including the US Priority Application.
- (E) The Assignment of Patent Rights effective 20 December 2013 and the Patent Assignment dated 20 February 2014 both refer to the US Priority Application as “US Patent Application No. 60/919 672”. The parties agree and confirm that this was a typographical error and the intention was to assign US Patent Application No. 61/919 671.
- (F) The Inventors acknowledge that the US Priority Application was subject to the rights of AstraZeneca UK as set out in Recital (B) and that the right to claim priority vested in AstraZeneca UK by operation of law, in particular Section 39 of the UK patents Act 1977. Furthermore the Inventors acknowledge that all AstraZeneca UK’s right title and interest in and to the US Priority Application, including the right to claim priority, vested in AstraZeneca AB as set out in Recital (C). Furthermore the Inventors acknowledge that all AstraZeneca AB’s right title and interest in and to the US Priority Application, including the right to claim priority, vested in Rigel as set

out in Recital (D).

(G) The parties have agreed to execute this Deed on the terms herein contained.

NOW THIS DEED WITNESSES as follows:-

1. In pursuance of the said agreements and in consideration of the premises the Inventors, AstraZeneca UK and AstraZeneca AB HEREBY JOINTLY and SEVERALLY and to the extent of their respective shares and interests therein ASSIGN and CONFIRM unto Rigel ALL THOSE their respective rights titles shares and interests in and to the Invention and the patent applications identified in the Schedule hereto and all patents granted thereon AND the full and exclusive benefit thereof TOGETHER WITH all rights of action and powers accruing or belonging to the Inventors, AstraZeneca UK or AstraZeneca AB AND the full right to apply for and obtain a patent or patents or other similar forms of protection in respect of the Invention in all countries of the world in the name of Rigel alone or as Rigel may from time to time otherwise elect or the relevant law may require including the benefit of any priority date and the right to make applications whether under any national law or under the International Convention for the Protection of Industrial Property or under any other applicable convention or treaty TO HOLD the same unto Rigel absolutely.
2. This document shall be governed by and construed in accordance with English law.

IN WITNESS whereof this Instrument has been executed by the parties as a Deed in the presence of the persons mentioned below the day and year first before written.

SCHEDULE

<u>Patent Application</u>	<u>Application Number</u>	<u>Application Date</u>	<u>grant date or number</u>
US	61 919 671	20 December 2013	
International	PCT/US14/071613	19 December 2014	
Europe	14828102.5	19 December 2014	

SIGNED and DELIVERED as his Deed)
by the said BENEDICT MCKEEVER)
in the presence of:-)

Witness Signature..... *Benedict*)
Witness' name ...CRAIG STEWART)
Address ...4 ADSHEAD COURT)
..... BOLLINGTON)
..... MACCLESFIELD)
Occupation ..RESEARCH CHEMIST)

Benedict Mckeever)
.....)^x

SIGNED and DELIVERED as his Deed)
by the said LOUIS JOSEPH DIORAZIO)
in the presence of:-)

L. J. Diorazio

Witness Signature..... *Plave*
Witness' name ... PETER R MOORE
Address ... 8 ALDERFIELD RD
.....
..... CHORLTON
.....
..... MANCHESTER M21 9JX
Occupation RESEARCH CHEMIST

SIGNED and DELIVERED as his Deed)
by the said MARTIN FRANCIS JONES)
in the presence of:-)

Martin Jones

Witness Signature *R. Munday*
Witness' name *RACHEL MUNDAY*
Address *142 CROMPTON ROAD*
MACCLESFIELD
SK11 8EH UK
Occupation *SENIOR SCIENTIST*

SIGNED and DELIVERED as her Deed)
by the said SOPHIE LAURE MARIE)
JANBON in the presence of:-)

~~_____~~ x

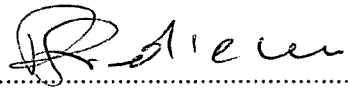
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Witness' name PETER R MOORE
Address 8 ALDERFIELD RD
..... CHORLTON
..... MANCHESTER M21 9JX
Occupation RESEARCH CHEMIST

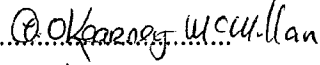
SIGNED and DELIVERED as his Deed)
by the said LEIGH FERRIS)
in the presence of:-)

..... *L. Ferris* x

Witness Signature..... *EJB Brazier*.....
Witness' name ..*MRS EVE JOANNE BRAZIER*.....
Address ..*6 REGENCY DRIVE*.....
.....*STOCKTON BROOK STONE-ON-*.....
.....*TRENT ST 9 9LG ENGLAND*.....
Occupation ..*SUPPLY CHAIN STUDY MANAGER*.....

SIGNED and DELIVERED as his Deed)
by the said PAWEL STANISLAW)
SIEDLECKI in the presence of:-)

 x
.....

Witness Signature..... 
Witness' name Ann O'KEARNEY-McMULLAN
Address 8 CUMBERLAND DRIVE
..... BOLLINGTON
..... MACCLESFIELD, SK10 5BR
Occupation CHEMIST

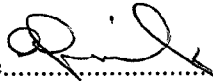
SIGNED and DELIVERED as his Deed)
by the said GWYDION HUW)
CHURCHILL in the presence of:-)

x Gw Churchill x

Witness Signature [Signature]
Witness' name PETER DOYLE
Address 119 ROE W MILLS ROAD
HAYFIELD
DERBYSHIRE SK22 2EX
Occupation SCIENTIST

SIGNED and DELIVERED as his Deed)
by the said PETER ALAN CRAFTS)
in the presence of:-)

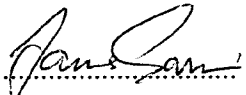

.....

Witness Signature .....
Witness' name ..Louis Findlay..
Address ..6 REED CRESCENT..
..... LAURELVIEW IRK ..
..... ASSO IEF ..
Occupation SAFETY & RISK GROUP MANAGER

SIGNED and DELIVERED as a Deed)
by ASTRAZENECA UK LIMITED acting)
by a Director in the presence of:-)



Director

Witness Signature. 

Witness' Name..... JAMES GAVIN

Address 7 MURRESTON RD

..... KALE, ALTRINCHAM

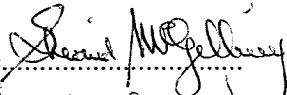
..... CHESHIRE, WA15 9SU

Occupation..... Global Publications Ldr

SIGNED and DELIVERED as a Deed by)
ASTRAZENECA AB by a person)
acting under the authority of such company)
in accordance with the laws of the territory)
in which it is incorporated in the presence of:-)


.....

Title: SENIOR PATENT DIRECTOR

Witness Signature. 
Witness' Name. SIMON A. McQUILLAN
Address 25 COCKSHEDLEY ROAD
BOLLINGTON, CHESHIRE

.....
Occupation SOLICITOR + NOTARY PUBLIC (SCOT)

SIGNED and DELIVERED as a Deed by)
RIGEL PHARMACUETICALS, INC. by a)
person acting under the authority of such)
company in accordance with the laws of the)
territory in which it is incorporated)



.....
Title: **Travis Young, Ph.D., J.D.**
Executive Director, Intellectual Property

THIS CONFIRMATORY ASSIGNMENT is made as of the 20th day of December 2013
(the “**Effective Date**”)

BY AND BETWEEN

Benedict McKeever, Louis Joseph Diorazio, Martin Francis Jones, Leigh Ferris, Sophie Laure Marie Janbon, Pawel Stanislaw Siedlecki all of Macclesfield, Cheshire, and Peter Alan Crafts of Aberdeen (collectively, the “**Inventor(s)**”)

AND

ASTRAZENECA UK LIMITED, a company incorporated in England and Wales under No. 3674842 with registered office address at 2 Kingdom Street, London, England W2 6BD (“**AstraZeneca**”)

Recitals

WHEREAS

- A. The Inventor(s) has/have made certain inventions (the “**Inventions**”) in respect of which U.S. patent application number 60/919,671 was filed on the 20 day of December 2013 (the “**Patent Application**”).
- B. The Inventor(s) was/were at all times an employee of AstraZeneca

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the amounts paid to the Inventor(s) pursuant to their contract of employment with AstraZeneca, the Inventor hereby confirms that by virtue of his employment with AstraZeneca, he has assigned and does hereby assign, with full title guarantee, free from all and any charges or other third party rights, to AstraZeneca absolutely all his right, title and interest in and to the Inventions, the Patent Application and any Patents; any divisions, continuations and continuations-in-part of the Patent Application; any re-issues, re-examinations, or extensions of any and all Patents; the right to file patent applications directly in the name of AstraZeneca or an affiliated company of AstraZeneca (in countries or regions where such filings are permissible); and the right to claim priority rights deriving from the Patent Application (collectively, the “**Rights**”), whether now existing or hereafter arising, and in so far as there may be any outstanding Rights that have not been assigned to AstraZeneca, the Inventor(s) hereby assigns all right, title and interest in such outstanding Rights to AstraZeneca. Inventor(s) warrants that the Rights are unencumbered. The Inventor(s) acknowledges that AstraZeneca shall have the rights to further assign or otherwise transfer any or all of the Rights to any third party and the Inventor(s) waives any right of first refusal that they may have for acquiring such Rights.

2. The Inventor(s) each hereby agree with AstraZeneca that their assignment to AstraZeneca includes, but is not limited to, any and all causes of action, claims, demands or other rights, occasioned from or because of any and all past and future infringement of any of the Patent Application, including all rights to recover damages, profits and injunctive relief for infringement of any of the Patent Application, and the right to file a patent application anywhere in the world claiming convention priority.

3. The Inventor(s) each hereby agree with AstraZeneca that they will execute such further documents and give such assistance at the expense of AstraZeneca as AstraZeneca may require:

- a) to secure the vesting in AstraZeneca of all rights in the Patent Application and in such parties to whom AstraZeneca may assign its rights in the Patent Application;
- b) to defeat any challenge to the validity of and resolve any questions concerning the Patent Application; and
- c) to apply for, prosecute and obtain patent or similar protection in the United States and all other countries of the world for an invention embodied by the Patent Application, including the right to claim convention priority from such Application and including, without limitation, cooperating in any proceedings involving examinations, re-examinations, reissues, opposition and cancellation proceedings, interferences, infringement proceedings, court actions and the like.

4. The Inventor(s) each hereby agree with AstraZeneca that they shall, at the expense of AstraZeneca, execute and sign all such instruments, applications and documents and do all such acts and things as may reasonably be required by AstraZeneca to enable AstraZeneca or its nominee to enjoy the full benefit of the rights assigned by this agreement.

5. AstraZeneca accepts the above assignment.

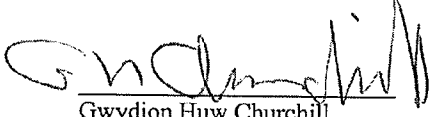
6. This assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

Any attorney of record is authorized and requested by the execution of this assignment to insert into this assignment any further information necessary for recordation of this document.


This agreement has been entered into on the date stated at the beginning of it.

Signed at: Macclesfield, Cheshire

Date: 27.1.14

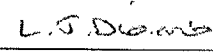

Gwydion Huw Churchill

Witnessed by:

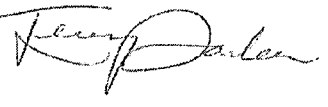

STEVEN PAW
Name:

Signed at: Macclesfield, Cheshire

Date: 27th Jan 2014



Louis Joseph Diorazio

Witnessed by:

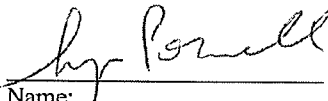

JEREMY PARKER
Name:

Signed at: Macclesfield, Cheshire

Date: 30th Jan 2014


Leigh Ferris

Witnessed by:



LYN POWELL
Name:

Signed at: Macclesfield, Cheshire

Date: 27th JAN 2014

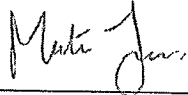

Sophie Laure Marie Janbon

Witnessed by:


SIMON N BLACK
Name:

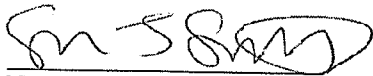
Signed at: Macclesfield, Cheshire

Date: 27 January 2014



Martin Francis Jones

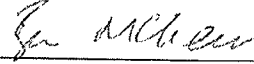
Witnessed by:



Name: STEPHEN SMITH,

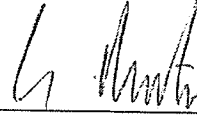
Signed at: Macclesfield, Cheshire

Date: 27/1/14



Benedict McKeever

Witnessed by:

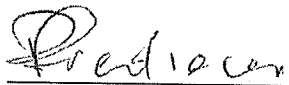


Name:

S. MORTON

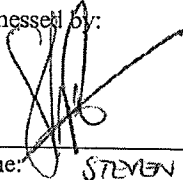
Signed at: Macclesfield, Cheshire

Date: 27 JAN 2014



Pawel Stanislaw Siedlecki

Witnessed by:



Name: STEVEN RAW .

Signed at: Aberdeen, Scotland

Date: _____

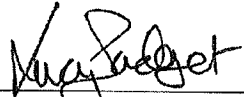
Peter Alan Crafts

Witnessed by:

Name:

Signed at: Alderley Park, Cheshire

Date: 17-FEB-2014



~~Signed for~~ and on behalf of
ASTRAZENECA UK LIMITED
Name: Lucy PADGET
Title: Authorised Signatory

Witnessed by: Raymond S. Gairns

Name: RAYMOND S. GAIRNS

THIS CONFIRMATORY ASSIGNMENT is made as of the 20th day of December 2013
(the "Effective Date")

BY AND BETWEEN

Benedict McKeever, Louis Joseph Diorazio, Martin Francis Jones, Leigh Ferris, Sophie Laure Marie Janbon, Pawel Stanislaw Siedlecki all of Macclesfield, Cheshire, and Peter Alan Crafts of Aberdeen (collectively, the "Inventor(s)")

AND

ASTRAZENECA UK LIMITED, a company incorporated in England and Wales under No. 3674842 with registered office address at 2 Kingdom Street, London, England W2 6BD ("AstraZeneca")

Recitals

WHEREAS

- A. The Inventor(s) has/have made certain inventions (the "Inventions") in respect of which U.S. patent application number 60/919,671 was filed on the 20 day of December 2013 (the "Patent Application").
- B. The Inventor(s) was/were at all times an employee of AstraZeneca

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the amounts paid to the Inventor(s) pursuant to their contract of employment with AstraZeneca, the Inventor hereby confirms that by virtue of his employment with AstraZeneca, he has assigned and does hereby assign, with full title guarantee, free from all and any charges or other third party rights, to AstraZeneca absolutely all his right, title and interest in and to the Inventions, the Patent Application and any Patents; any divisions, continuations and continuations-in-part of the Patent Application; any re-issues, re-examinations, or extensions of any and all Patents; the right to file patent applications directly in the name of AstraZeneca or an affiliated company of AstraZeneca (in countries or regions where such filings are permissible); and the right to claim priority rights deriving from the Patent Application (collectively, the "Rights"), whether now existing or hereafter arising, and in so far as there may be any outstanding Rights that have not been assigned to AstraZeneca, the Inventor(s) hereby assigns all right, title and interest in such outstanding Rights to AstraZeneca. Inventor(s) warrants that the Rights are unencumbered. The Inventor(s) acknowledges that AstraZeneca shall have the rights to further assign or otherwise transfer any or all of the Rights to any third party and the Inventor(s) waives any right of first refusal that they may have for acquiring such Rights.

2. The Inventor(s) each hereby agree with AstraZeneca that their assignment to AstraZeneca includes, but is not limited to, any and all causes of action, claims, demands or other rights, occasioned from or because of any and all past and future infringement of any of the Patent Application, including all rights to recover damages, profits and injunctive relief for infringement of any of the Patent Application, and the right to file a patent application anywhere in the world claiming convention priority.
 3. The Inventor(s) each hereby agree with AstraZeneca that they will execute such further documents and give such assistance at the expense of AstraZeneca as AstraZeneca may require:
 - a) to secure the vesting in AstraZeneca of all rights in the Patent Application and in such parties to whom AstraZeneca may assign its rights in the Patent Application;
 - b) to defeat any challenge to the validity of and resolve any questions concerning the Patent Application; and
 - c) to apply for, prosecute and obtain patent or similar protection in the United States and all other countries of the world for an invention embodied by the Patent Application, including the right to claim convention priority from such Application and including, without limitation, cooperating in any proceedings involving examinations, re-examinations, reissues, opposition and cancellation proceedings, interferences, infringement proceedings, court actions and the like.
 4. The Inventor(s) each hereby agree with AstraZeneca that they shall, at the expense of AstraZeneca, execute and sign all such instruments, applications and documents and do all such acts and things as may reasonably be required by AstraZeneca to enable AstraZeneca or its nominee to enjoy the full benefit of the rights assigned by this agreement.
 5. AstraZeneca accepts the above assignment.
 6. This assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.
- Any attorney of record is authorized and requested by the execution of this assignment to insert into this assignment any further information necessary for recordation of this document.

This agreement has been entered into on the date stated at the beginning of it.

Signed at: Macclesfield, Cheshire

Signed at: Macclesfield, Cheshire

Date: _____

Date: _____

Gwydion Huw Churchill

Louis Joseph Diorazio

Witnessed by:

Witnessed by:

Name:

Name:

Signed at: Macclesfield, Cheshire

Signed at: Macclesfield, Cheshire

Date: _____

Date: _____

Leigh Ferris

Sophie Laure Marie Janbon

Witnessed by:

Witnessed by:

Name:

Name:

Signed at: Macclesfield, Cheshire

Date: _____

Martin Francis Jones

Witnessed by:

Name:

Signed at: Macclesfield, Cheshire

Date: _____

Benedict McKeever

Witnessed by:

Name:

Signed at: Macclesfield, Cheshire

Date: _____

Pawel Stanislaw Siedlecki

Witnessed by:

Name:

Signed at: Aberdeen, Scotland

Date: 7th February 2014

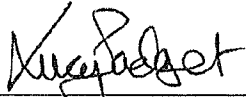
Peter Crafts
Peter Alan Crafts

Witnessed by:

Neil C. Renton
Name: NEIL C. RENTON 7/02/14

Signed at: Alderley Park, Cheshire

Date: 17-FEB-2014



Signed for and on behalf of
ASTRAZENECA UK LIMITED
Name: Lucy PADGET
Title: Authorised Signatory

Witnessed by: Raymond S. Gairns

Name: RAYMOND S. GAIRNS