

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4430360

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRISTOL-MYERS SQUIBB COMPANY	02/22/2016
RECEIVING PARTY DATA	
Name:	VIIV HEALTHCARE UK (NO.4) LIMITED
Street Address:	980 GREAT WEST ROAD
City:	BRENTFORD, MIDDLESEX
State/Country:	UNITED KINGDOM
Postal Code:	TW8 9GS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15529537
CORRESPONDENCE DATA	
Fax Number:	(610)270-5090
<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:	(610) 270-6812
Email:	US_CIPKOP@gsk.com
Correspondent Name:	GLAXOSMITHKLINE
Address Line 1:	709 SWEDELAND ROAD
Address Line 2:	GLOBAL PATENTS - UW2220
Address Line 4:	KING OF PRUSSIA, PENNSYLVANIA 19406
ATTORNEY DOCKET NUMBER:	BMS12305 US
NAME OF SUBMITTER:	AUDREY BOYD
SIGNATURE:	/Audrey Boyd/
DATE SIGNED:	05/25/2017
Total Attachments: 6	
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Viiv Healthcare UK (No.4) Limited
980 Great West Road
Brentford
Middlesex
TW8 9GS

Bristol-Myers Squibb Company
345 Park Avenue
New York, New York 10154-0037

Dear Sirs

Development Patent Assignment Agreement, etc.: correction of typographical errors

We refer to the Development Asset Purchase Agreement dated December 18, 2015 between Bristol-Myers Squibb Company ("BMS") and Viiv Healthcare UK Limited ("VHUK") (the "Development APA").

In accordance with the Development APA, VHUK nominated Viiv Healthcare UK (No.4) Limited ("VHUK4") as a Buying Affiliate (as defined in the Development APA). Pursuant to that nomination, VHUK4 entered into certain Other Transaction Documents (as defined in the Development APA), including:

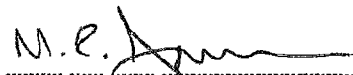
- o the Development Patent Assignment Agreement dated February 22, 2016 (the "Assignment Agreement") (as Assignee);
- o the Development Intellectual Property License Agreement dated February 22, 2016 (the "License Agreement") (as Buyer); and
- o the Development Services Agreement dated February 22, 2016 (the "Services Agreement") (as Buyer).

Due to a typographical error, VHUK4 was incorrectly named in these Other Transaction Documents as "Viiv Healthcare (No.4) Limited". The same typographical error applies to references to VHUK4 made in other documents entered into in connection with the transactions contemplated by the Development APA (including documents to which VHUK4 is not a party).

The purpose of this letter is to confirm that all references to "Viiv Healthcare (No.4) Limited" in Other Transaction Documents (including in particular the Assignment Agreement, the License Agreement and the Services Agreement), or any other document entered into in connection with the transactions contemplated by the Development APA, are, and should be read as, references to Viiv Healthcare UK (No.4) Limited.

Yours faithfully

Acknowledged and agreed


for and on behalf of
Viiv Healthcare UK (No.4) Limited


for and on behalf of
Bristol-Myers Squibb Company

Registered in England and Wales
No. 0921735
Registered Office
980 Great West Road
Brentford Middlesex TW8 9GS

www.viivhealthcare.com

DEVELOPMENT PATENT ASSIGNMENT AGREEMENT

This DEVELOPMENT PATENT ASSIGNMENT AGREEMENT (this "Agreement") is made as of February 22, 2016, by BRISTOL-MYERS SQUIBB COMPANY, a Delaware corporation ("Assignor") in favor of VIIV HEALTHCARE (NO. 4) LIMITED, a limited liability company registered in England and Wales ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Development Asset Purchase Agreement, effective as of December 18, 2015, by and between Assignor and Assignee (the "Purchase Agreement");

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, assign, transfer, convey, and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor, certain intellectual property as defined therein; and

WHEREAS, Assignor is the owner and/or applicant for registration of certain Patents specifically identified in Schedule A attached hereto (the "Assigned Patents");

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows

1. Assignment. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under all Assigned Patents, including, without limitation, any reissues, divisions/divisionals, continuations, continuations-in-part, extensions, provisional or supplemental protection certificates, renewals and reexaminations thereof, all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, including the right to claim priority from the Assigned Patents under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements to which the United States is a party and which afford similar priority-claiming privileges, throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with the right to collect royalties, products and proceeds in connection with any of the foregoing and the right to sue for any past, present or future infringement, misappropriation or other violation thereof and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Assigned Patents.

2. Recordation Assignor hereby consents to and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all patents or certificates of

invention which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein. Assignee shall have the right to file patent applications included in the Assigned Patents in any country.

3. Further Acts. Assignor will assist Assignee (at Assignee's sole cost and expense) in connection with any such recording, and shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things necessary or useful for the procurement, maintenance, enforcement and defense of any Assigned Patent, or for any proceeding, including interference, opposition proceedings, post-issuance patent challenges and other proceedings under the U.S. Leahy-Smith America Invents Act, in each case in connection with any Assigned Patent in any country, including the filing of such assignments, agreements, documents and instruments, but, in each case, only if and to the extent Assignee may reasonably request in order to fulfill the purposes and intent of this Agreement. Assignor shall promptly forward to Assignee any correspondence or other communication from any patent office or any counsel employed by Assignor in connection with any of the Assigned Patents.

4. Conflicts. In the event of any conflict, ambiguity or inconsistency between the terms set out in this Agreement and the Purchase Agreement (including, without limitation, any schedule hereto or thereto), the terms of the Purchase Agreement shall govern and control, including with regard to any representations, warranties, covenants, or indemnities included in the Purchase Agreement.

5. Successors. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement.

7. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement, including Schedule A hereto, will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by its authorized representative as of the day and year first above written.

ASSIGNOR:

BRISTOL-MYERS SQUIBB COMPANY

By: 

Name: Paul R. Biondi

Title: Senior Vice President, Business
Development

[Signature Page to Development Patent Assignment Agreement]

PATENT
REEL: 042504 FRAME: 0043

IN WITNESS WHEREOF Assignor and Assignee have caused this Agreement to be duly executed by its authorized representative as of the day and year first above written


ASSIGNOR:

BRISTOL-MYERS SQUIBB COMPANY

By: _____
Name:
Title:

ASSIGNEE:

VIIV HEALTHCARE (NO. 4) LIMITED

By: 
Name:
Title: Jerome Andries
CPA, Viiv Healthcare

[Signature page to Development Patent Assignment Agreement]

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
PCT			2012			
11789-EP-EPT	European Procedure (Patents)	12809969 4	18 Dec 2012			Publication
11789-IN-PCT	India	3802/CHENP/14	18 Dec 2012			Pending
11789-JP-PCT	Japan	2014-549189	18 Dec 2012			Publication
11789-US-NP	United States Of America	13/716306	17 Dec 2012			Publication
11789-US-PSP	United States Of America	61/578689	21 Dec 2011			Expiry date
11789-WO-PCT	International Procedure	PCT/US2012/070229	18 Dec 2012			PCT CONVERTED

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: PROCESS FOR PREPARING HALOGENATED AZAINDOLE COMPOUNDS USING BOROXINE						
12305-US-PSP	United States Of America	62/093645	18 Dec 2014			Pending

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: PROCESS FOR PREPARING HALOGENATED AZAINDOLE COMPOUNDS USING PYBROP						
12306-US-PSP	United States Of America	62/093638	18 Dec 2014			Pending

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: COMPOSITION AND ANTIVIRAL ACTIVITY OF SUBSTITUTED AZAINDOLEOXOACETIC PIPERAZINE DERIVATIVES						
GY0085-AR-NP	Argentina	P020100336	31 Jan 2002	AR034292B1	31 Jan 2014	Grant
GY0085-AT-EPT	Austria	02707413 7	02 Jan 2002	1363705	13 Jun 2012	Grant
GY0085-AU-PCT	Australia	2002241824	02 Jan 2002	2002241824	07 Jun 2007	Grant
GY0085-BE-EPT	Belgium	02707413 7	02 Jan 2002	1363705	13 Jun 2012	Grant
GY0085-BG-PCT	Bulgaria	108021	02 Jan 2002	66359	12 Aug 2013	Grant
GY0085-BR-PCT	Brazil	PI0206636 0	02 Jan 2002			Publication
GY0085-CA-PCT	Canada	2437524	02 Jan 2002	2437524	27 Apr 2010	Grant
GY0085-CH-EPT	Switzerland	02707413 7	02 Jan 2002	1363705	13 Jun 2012	Grant
GY0085-CL-NP	Chile	0204/02	01 Feb 2002	45829	06 Oct 2009	Grant
GY0085-CN-PCT	China	02807826 8	02 Jan 2002	02807826 8	30 Apr 2008	Grant
GY0085-	Cyprus	02707413 7	02 Jan	1363705	13 Jun 2012	Grant