

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4541459

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CEPHALON, INC.	03/17/2015
RECEIVING PARTY DATA	
Name:	IGNYTA, INC.
Street Address:	4545 TOWNE CENTRE CT.
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15649526
CORRESPONDENCE DATA	
Fax Number:	(858)792-6773
<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:	8588476700
Email:	djones-beasley@foley.com, ipdocketing@foley.com
Correspondent Name:	LYDIA B. CHOI
Address Line 1:	FOLEY & LARDNER LLP
Address Line 2:	3000 K STREET, N.W., SUITE 600
Address Line 4:	WASHINGTON, D.C. 20007
ATTORNEY DOCKET NUMBER:	109885-1198
NAME OF SUBMITTER:	LYDIA B. CHOI, REG. NO. 73,733
SIGNATURE:	/Lydia B. Choi/
DATE SIGNED:	08/08/2017
Total Attachments: 11	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made and entered into as of March 17, 2015, by and between Ignyta, Inc., a Delaware corporation ("Buyer"), and Cephalon, Inc., a Delaware corporation ("Seller"). Buyer and Seller are each individually referred to as "Party" and jointly as "Parties."

WHEREAS, the Buyer and the Seller have entered into an Asset Purchase Agreement dated the date hereof (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer all of the Seller's right, interest and title in, to and under certain Intellectual Property, including the Registered Intellectual Property set forth on Schedule A (collectively, the "Assigned Patent Rights").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Intellectual Property Assignment Agreement shall have the meanings set forth in the Purchase Agreement.
2. Conveyance and Acceptance. In accordance with the provisions of the Purchase Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, all of Seller's right, title and interest in, to and under the (i) Assigned Patent Rights, (ii) all rights of Seller and its Affiliates to collect royalties under such Assigned Patent Rights, to prosecute all existing Assigned Patent Rights worldwide, to apply for additional Patents worldwide and to have the Patents issued in the name of Buyer; and (iii) all right, title and interest Seller has to sue for past, present and future infringement of the Assigned Patent Rights, including without limitation all right, title and interest Seller has in and to all causes of action and enforcement rights, whether known, unknown, currently pending, filed, or otherwise, in respect of the Assigned Patent Rights, and all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Patent Rights.
3. Recordation. Seller hereby authorizes the U.S. Patent and Trademark Office, and, as appropriate, the corresponding officials in the foreign patent offices, to record Buyer as the owner of the Assigned Patent Rights assigned by Seller to Buyer pursuant to Paragraph 2 above and issue in accordance with this Assignment all registrations of such Assigned Patent Rights and all applications for any of the same, which are assigned to Buyer by this Assignment.
4. Further Assurances. Seller agrees to provide all assistance reasonably requested by Buyer to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmations, assignments, and transfers. Seller will not oppose or otherwise impede any effort by Buyer to enforce or procure registration for the Assigned Patent Rights before any administrative, government or other tribunal.
5. Miscellaneous.
 - (a) This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(b) This Assignment shall be construed in accordance with, and governed in all respects by, the laws of the State of Delaware (without giving effect to principles of conflicts of laws that would require the application of any other law).

(c) This Assignment may be amended, supplemented or modified only by a written instrument executed by all of the Parties.

(d) If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party hereto under this Assignment will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties herein.


(e) This Assignment may be executed in any number of counterparts and by facsimile or other electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(f) Nothing in this Assignment shall be construed to be a modification or expansion of, or limitation on, any provision of the Purchase Agreement, including the representations, warranties and agreements set forth therein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been executed by the Parties hereto as of the date first written above.

IGNYTA, INC.

By: 
Name: Jonathan E. Lim
Title: President and Chief Executive Officer

CEPHALON, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment has been executed by the Parties hereto as of the date first written above.

IGNYTA, INC.

By: _____
Name:
Title:

CEPHALON, INC.

By: *Deborah Goff*
Name:
Title:

By: *Lana M. Kuznetsov*
Name:
Title:

LEGAL AFFAIRS
ADK

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

SCHEDULE A
(To Intellectual Property Assignment Agreement)

SCHEDULE A

A. CEP-32496

TEVA Ref.	Country	Title	Application No.	Appl. Date	Patent Number	Ownership
CP621	US	Solid State Forms of CEP-32496	61/776,081	03-11-2013	Expired	Cephalon, Inc.
CP621	PCT	Solid State Forms of CEP-32496	PCT/US14/023110	03-11-2014	N/A	Cephalon, Inc.
CP621	TW	Solid State Forms of CEP-32496	103108291	03-11-2014		Cephalon, Inc.
CP621	US	Solid State Forms of a Quinazoline Derivative and its Use as a BRAF Inhibitor	61/773,238	03-06-2013	Abandoned	Cephalon, Inc.
FRZ014	US	Human Plasma Assay Method	61/976,556	04-08-2014		Cephalon, Inc.

B. CEP-40783

TEVA Ref.	Country	Title	Appl. No.	Appl. Date	Patent Number	Ownership
CP618	US	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	61/559,312	11-14-2011	Expired	Cephalon, Inc.
CP618	PCT	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	PCT/US12/065019	11-14-2012	N/A	Cephalon, Inc.
CP618	US	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	14/276,138	11-14-2012	Allowed (02-12-2015)	Cephalon, Inc.
CP618	AR	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	P20120104293	11-14-2012		Cephalon, Inc.
CP618	AU	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	2012339640	11-14-2012		Cephalon, Inc.
CP618	BO	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	SP-00413-2012	11-14-2012		Cephalon, Inc.
CP618	BR	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	1120140115486	11-14-2012		Cephalon, Inc.
CP618	CA	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	2,852,697	11-14-2012		Cephalon, Inc.
CP618	CL	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	2014-01265	11-14-2012		Cephalon, Inc.
CP618	CN	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	201280055840.7	11-14-2012		Cephalon, Inc.
CP618	EA	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	201490971	11-14-2012		Cephalon, Inc.
CP618	EG	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	PCT 751/2014	11-14-2012		Cephalon, Inc.
CP618	EP	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	12798087.8	11-14-2012		Cephalon, Inc.
CP618	IL	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	232,405	11-14-2012		Cephalon, Inc.
CP618	IN	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	4308/CHENP/2014	11-14-2012		Cephalon, Inc.
CP618	JP	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	2014-541416	11-14-2012		Cephalon, Inc.

TEVA Ref.	Country	Title	Appl. No.	Appl. Date	Patent Number	Ownership
CP618	KR	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	1020147015807	11-14-2012		Cephalon, Inc.
CP618	MX	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	MX/a/2014/005766	11-14-2012		Cephalon, Inc.
CP618	MY	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	PI2014001119	11-14-2012		Cephalon, Inc.
CP618	NZ	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	624945	11-14-2012		Cephalon, Inc.
CP618	PH	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	12014500883	11-14-2012		Cephalon, Inc.
CP618	PY	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	53809/2012	11-14-2012		Cephalon, Inc.
CP618	SG	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	11201402004Y	11-14-2012		Cephalon, Inc.
CP618	TW	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	101142365	11-14-2012		Cephalon, Inc.
CP618	UA	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	201406453	11-14-2012		Cephalon, Inc.
CP618	UY	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	34.451	11-14-2012		Cephalon, Inc.
CP618	VE	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	2012-001454	11-14-2012		Cephalon, Inc.
CP618	ZA	Uracil Derivatives as AXL and C-MET Kinase Inhibitors	2014/02940	11-14-2012		Cephalon, Inc.
FRZ005	TW	A Potent and Selective AXL/c-Met Inhibitor for Use in Breast, Non-small Cell Lung (NSCL) and Pancreatic Cancers	103126170	31 Jul 2014	Pending	Cephalon, Inc.
FRZ005	US	A Potent and Selective AXL/c-Met Inhibitor for Use in Breast, Non-small Cell Lung (NSCL) and Pancreatic Cancers	61/861,482	02 Aug 2013	Expired	Cephalon, Inc.

TEVA Ref.	Country	Title	Appl. No.	Appl. Date	Patent Number	Ownership
FRZ005	WO	Methods of Treating Various Cancers Using an AXL/cMET Inhibitor Alone or in Combination With Other Agents	PCT/US14/049028	31 Jul 2014	Published	Cephalon, Inc.
CP695	US	Pyrazolopyridines as AXL and c-MET Inhibitors	61/920,819	26 Dec 2013	Expired	Cephalon, Inc.
CP695	WO	Pyrazolopyridines as AXL and c-MET Inhibitors	PCT/US14/071040	18 Dec 2014	Pending	Cephalon, Inc.

C. CEP-40125

TEVA Ref.	Country	Title	Appl. No.	Appl. Date	Patent Number	Ownership
CP602	US	Bendamustine Derivatives and Methods of Using Same	61/725,213	11-12-2012	Expired	Cephalon, Inc.
CP602	US	Bendamustine Derivatives and Methods of Using Same	61/776,951	03-12-2013	ExpiredN/A	Cephalon, Inc.
CP602	PCT	Bendamustine Derivatives and Methods of Using Same	PCT/US13/069550	11-12-2013	N/A	Cephalon, Inc.
CP602	AR	Bendamustine Derivatives and Methods of Using Same	P20130104160	11-12-2013		Cephalon, Inc.
CP602	TW	Bendamustine Derivatives and Methods of Using Same	102140964	11-12-2013		Cephalon, Inc.

D. TEVA-44229

TEVA Ref.	Country	Title	Appl. No.	Appl. Date	Patent Number	Ownership
CP698	US	Azaquinazoline Inhibitors of Atypical Protein Kinase C	61/707,340	09-28-2012	Expired	Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP698	US	Azaquinazoline Inhibitors of Atypical Protein Kinase C	61/781,364	03-14-2013	Expired	Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP698	PCT	Azaquinazoline Inhibitors of Atypical Protein Kinase C	PCT/US13/062085	09-27-2013	N/A	Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP698	US	Azaquinazoline Inhibitors of Atypical Protein Kinase C	14/038,915	09-27-2013		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP698	TW	Azaquinazoline Inhibitors of Atypical Protein Kinase C	102134928	09-27-2013		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP609	US	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	61/563,310	11-23-2011	Expired	
CP609	PCT	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	PCT/US12/065831	11-19-2012	N/A	Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP609	US	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	14/285,007	11-19-2012		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP609	AU	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	2012340869	11-19-2012		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP609	CA	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	2,855,446	11-19-2012		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP609	CN	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	201280057805.9	11-19-2012		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP609	EP	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	12795969.0	11-19-2012		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited

TEVA Ref.	Country	Title	Appl. No.	Appl. Date	Patent Number	Ownership
CP609	IL	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	232,559	11-19-2012		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP609	IN	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	AWAITED	11-19-2012		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP609	JP	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	2014-543517	11-19-2012		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP609	MX	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	MX/a/2014006233	11-19-2012		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
CP609	NZ	Thienopyrimidine Inhibitors of Atypical Protein Kinase C	625447	11-19-2012		Jointly Owned by Cephalon, Inc. and Cancer Research Technologies Limited
FRZ01 2	US	Azaquinazoline Inhibitors of Atypical Protein Kinase C	61/970,006	03-25-2014		Cephalon, Inc.