

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PIERIS PHARMACEUTICALS GMBH	06/15/2017
RECEIVING PARTY DATA	
Name:	PIERIS PHARMACEUTICALS GMBH
Street Address:	LISE-MEITNER-STRASSE 30
City:	FREISING
State/Country:	GERMANY
Postal Code:	85354
Name:	ASTRAZENECA AB
Street Address:	S-431 83
City:	MOLNDAL
State/Country:	SWEDEN
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	61352461
Application Number:	13702792
Application Number:	61570018
Application Number:	14364449
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>	
Email:	mboyce@foley.com, ipdocketing@foley.com
Correspondent Name:	FOLEY & LARDNER LLP
Address Line 1:	3000 K ST NW
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Address Line 4:	WASHINGTON, D.C. 20007
NAME OF SUBMITTER:	MARY JO BOYCE
SIGNATURE:	/Mary Jo Boyce/
DATE SIGNED:	09/07/2017

Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT is made as of June 15, 2017 (the "**Effective Date**") by and between

Pieris Pharmaceuticals GmbH, a company existing under the laws of Germany having a principal place of business at Lise-Meitner-Strasse 30, 85354 Freising, Germany ("Assignor");
and

AstraZeneca AB, a corporation existing under the laws of Sweden having a principal place of business at S-431 83 Mölndal, Sweden ("Assignee").

WHEREAS:

A. Assignor and Assignee have entered into a written agreement entitled License and Collaboration Agreement entered into on May 2, 2017 (the "**Collaboration Agreement**").

B. Under the terms of the Collaboration Agreement, Assignor has agreed to assign to Assignee a fifty percent (50%) share in the entire right, title and interest in and to the Lead Product IP (as defined in the Collaboration Agreement), including the Lead Product Patents (as defined in the Collaboration Agreement). The Lead Product Patents are listed in the attached Schedule.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Pursuant to and for the consideration set out in the Collaboration Agreement, the Assignor hereby assigns, free from all and any charges or other third party rights, to Assignee absolutely a fifty percent (50%) share (so that the Assignor on the one hand and the Assignee on the other shall become joint owners in equal shares) of all legal right, legal title and legal interest in and to: the Lead Product IP; all and any inventions contained in the Lead Product IP and any patents or applications claiming such inventions; any divisions, continuations and continuations-in-part of such patents or the Lead Product Patents; any re-issues, re-examinations, or extensions of such patents or the Lead Product Patents; all rights to claim priority on the basis of such patents or the Lead Product Patents and any patents or applications derived therefrom; and the right to file patent applications derived from such patents or the Lead Product Patents directly in the joint names of Assignee or an affiliated company of Assignee (in countries or regions where such filings are permissible) and the applicable Assignor in accordance with the Collaboration Agreement (collectively, the "**Rights**"), whether now existing or hereafter arising, to the full end of the term for which the Rights have been granted, reissued, re-examined or extended.
2. Assignor agrees with Assignee that they shall, at the expense of Assignee, execute and sign all such lawful instruments, applications and documents and do all such lawful acts and things as may reasonably be required by Assignee to enable Assignee or its successors, nominees or assigns to secure the vesting of the Rights in Assignee or in its successors, nominees or assigns.
3. Assignor hereby authorizes the United States Commissioner of Patents and Trademarks and, as appropriate, the corresponding officials of other countries, to record this Assignment.

4.1 This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, USA, without reference to any rules of conflicts of laws.

4.2 Any dispute, claim or controversy arising from or related in any way to this Assignment or the interpretation, application, breach, termination or validity thereof, including any claim of inducement of this Assignment by fraud or otherwise will be resolved by final and binding arbitration conducted in accordance with the terms of this clause 4.2. The arbitration will be held in New York, New York, USA according to Rules of Arbitration of the ICC. The arbitration will be conducted by a panel of three (3) arbitrators with significant experience in the pharmaceutical industry, unless otherwise agreed by the parties, appointed in accordance with applicable ICC rules. Any arbitration herewith will be conducted in the English language to the maximum extent possible. The arbitrators will render a written decision no later than six months following the selection of the arbitrators, including a basis for any damages awarded and a statement of how the damages were calculated. Any award will be promptly paid in U.S. dollars free of any tax, deduction or offset. Each party agrees to abide by the award rendered in any arbitration conducted pursuant to this clause 4.2. With respect to money damages, nothing contained herein will be construed to permit the arbitrator or any court or any other forum to award punitive or exemplary damages. By entering into this agreement to arbitrate, the parties expressly waive any claim for punitive or exemplary damages. Each party will pay its legal fees and costs related to the arbitration (including witness and expert fees). Judgment on the award so rendered will be final and may be entered in any court having jurisdiction thereof.


4.3 EACH PARTY HERETO WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY. EACH PARTY HERETO WAIVES ANY CLAIM FOR ATTORNEYS' FEES AND COSTS AND PREJUDGMENT INTEREST FROM THE OTHER.

4.4 Nothing contained in this Assignment will deny either party the right to seek injunctive or other equitable relief from a court of competent jurisdiction in the context of a bona fide emergency or prospective irreparable harm, and such an action may be filed and maintained notwithstanding any ongoing dispute resolution discussions or arbitration proceeding.


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.

Pieris Pharmaceuticals GmbH

AstraZeneca AB

By: 

Name: Stephen Yoder
Title: Managing Director
Date: June 15, 2017

By: 

Name: Sheryl A. Curran
Title: Senior Patent Director
Date: 16th June 2017

THE SCHEDULE

1. Patent family of PCT/EP2011/059420

1. US provisional application 61/352,461, filing date 8 June 2010, converted to PCT
2. PCT application PCT/EP2011/059420, filing date 8 June 2011, converted to national phase
 - 2.1 Australian patent application 2011263786, granted
 - 2.2 Canadian patent application 2,800,026 pending
 - 2.3 Chinese patent application 201180028367.9, granted
 - 2.4 Chinese divisional patent application 201610143597.4, pending
 - 2.5 European patent application 11 726 380.6, pending
 - 2.6 Hong Kong patent application based on Chinese divisional patent application 201610143597.4, to be filed by 21 March 2017
 - 2.7 Indian patent application 10055/DELNP/2012, pending
 - 2.8 Japanese patent application 2013-513670, granted
 - 2.9 Japanese divisional patent application 2015-218174, pending
 - 2.10 New Zealand patent application 603562, granted
 - 2.11 Russian patent application 2012150766, granted
 - 2.12 Singapore patent application 201208911-6, granted
 - 2.13 South African pending application 2012/09160, granted
 - 2.14 US patent application 13/702,792, granted
 - 2.15 US continuation patent application 14/665,692, pending

2. Patent family of PCT/EP2012/075146

- 1.1 US provisional application 61/570,018, filing date 13 December 2011, converted to PCT
2. International patent application PCT/EP2012/075146, filing date 12 December 2012 converted to national phase
 - 2.1 Australian patent application 2012350660, pending
 - 2.2 Canadian patent application 2,858,962, pending
 - 2.3 Chinese patent application 201280061754.7, pending
 - 2.4 European patent application 12 813 295.8, allowed
 - 2.5 Indian patent application 3772/DELNP/2014, pending
 - 2.6 Japanese patent application 2014-546471, pending
 - 2.7. Japanese divisional application 2017-067615, pending
 - 2.8 Singapore patent application 11201402992S, abandoned
 - 2.9 Singapore divisional patent application 10201604566Q, pending
 - 2.10 US patent application 14/364,449, granted
 - 2.11 US continuation patent application 15/367,680, pending