PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4762425

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE'S ADDRESS previously recorded on Reel 044190 Frame 0682. Assignor(s) hereby confirms the CORRECT ADDRESS IS 5901 E. LOMBARD ST., BALTIMORE, MD 21224.	

CONVEYING PARTY DATA

Name	Execution Date
HUMAN GENOME SCIENCES, INC.	10/02/2017

RECEIVING PARTY DATA

Name:	EMERGENT MANUFACTURING OPERATIONS BALTIMORE LLC	
Street Address:	5901 E. LOMBARD ST.	
City:	BALTIMORE	
State/Country:	MARYLAND	
Postal Code:	21224	

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	7601351
Patent Number:	7906119
Application Number:	60391162
Application Number:	60406339
Application Number:	60417305
Application Number:	60426360
Application Number:	60434807
Application Number:	60438004
Application Number:	60443858
Application Number:	60443781
Application Number:	60454613
Application Number:	60468651

CORRESPONDENCE DATA

Fax Number: (314)667-3633

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.

Phone: 314-552-6000

ipdocket@thompsoncoburn.com Email:

Correspondent Name: THOMPSON COBURN LLP/WILLIAM A. HOLTZ

Address Line 1: ONE US BANK PLAZA

Address Line 4: ST. LOUIS, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	57964-171353	
NAME OF SUBMITTER:	WILLIAM HOLTZ	
SIGNATURE:	/William A. Holtz/	
DATE SIGNED:	01/03/2018	

Total Attachments: 8

source=Corrective_Assignment_Manufacturing Operations#page1.tif source=Corrective_Assignment_Manufacturing Operations#page2.tif source=Corrective_Assignment_Manufacturing Operations#page3.tif source=Corrective_Assignment_Manufacturing Operations#page4.tif source=Corrective_Assignment_Manufacturing Operations#page5.tif source=Corrective_Assignment_Manufacturing Operations#page6.tif source=Corrective_Assignment_Manufacturing Operations#page7.tif source=Corrective_Assignment_Manufacturing Operations#page8.tif

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4699362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
HUMAN GENOME SCIENCES, INC.	10/02/2017

RECEIVING PARTY DATA

Name:	EMERGENT MANUFACTURING OPERATIONS BALTIMORE LLC			
Street Address:	400 PROFESSIONAL DRIVE	400 PROFESSIONAL DRIVE 5901 E. Lombard St.		
Internal Address:	SUITE 400			
City:	GAITHERSBURG	Baltimore		
State/Country:	MARYLAND			
Postal Code:	20879	<u>21224</u>		

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	7601351
Patent Number:	7906119
Application Number:	60391162
Application Number:	60406339
Application Number:	60417305
Application Number:	60426360
Application Number:	60434807
Application Number:	60438004
Application Number:	60443858
Application Number:	60443781
Application Number:	60454613
Application Number:	60468651

CORRESPONDENCE DATA

Fax Number: (314)667-3633

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.

Phone: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: THOMPSON COBURN LLP/WILLIAM A. HOLTZ

Address Line 1: ONE US BANK PLAZA

PATENT ASSIGNMENT

This Patent Assignment (this "<u>Assignment</u>"), is entered into as of October 2, 2017, by and between Human Genome Sciences, Inc., a Delaware corporation ("<u>Assignor</u>") and Emergent Manufacturing Operations Baltimore LLC, a Delaware limited liability company ("<u>Assignee</u>").

Purchase Agreement"), dated as of July 19, 2017, by and between Human Genome Sciences, Inc., a Delaware corporation, GlaxoSmithKline LLC, a Delaware limited liability company (collectively, "Seller") and Emergent BioSolutions Inc., a Delaware corporation ("Buyer"), at and effective as of the Closing, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all of Seller's and its Affiliates' rights, titles and interests in, to or under the patents set forth on Schedule A hereto, all patent applications (including provisional applications) from which such patents issued (including those listed on Schedule A hereto), and all continuations, continuations in part, substitutions, reissues, renewals, patent term extensions or adjustments, reexaminations, supplemental protection certificates, extensions, registrations and confirmations thereof (the "Assigned Patents").

Assignor is the owner of the Assigned Patents.

In consideration of the mutual covenants, terms and conditions set forth in the Asset Purchase Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

- 1. <u>Defined Terms; Interpretation</u>. Except as otherwise set forth herein, capitalized terms used in this Assignment shall have the meanings assigned to them in the Asset Purchase Agreement. This Assignment shall be interpreted in accordance with the rules of construction set forth in <u>Section 10.11</u> of the Asset Purchase Agreement.
- 2. Conveyance and Acceptance of Assigned Patents. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in, to and under the (a) Assigned Patents, (b) proceeds, benefits, privileges, causes of action, and remedies relating to the Assigned Patents and arising on and after the effective date hereof, (c) rights to bring an action, whether at law or in equity, for past, present or future infringement of the Assigned Patents against any third party (but only if such action is initiated by Assignee after the Closing), and (d) rights to recover damages, profits and injunctive relief for past, present or future infringement of the Assigned Patents (but only if the action in respect of such recovery is initiated by Assignee after the Closing), and Assignee hereby purchases and acquires such assets and accepts such sale, conveyance, assignment and transfer.
- 3. <u>Recordation</u>. Assignee may record this Assignment with the United States Patent and Trademark Office. All costs associated with any such recordation shall be paid by Assignee.
- 4. <u>Asset Purchase Agreement</u>. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions, obligations, rights and remedies set forth in the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall control and govern.
 - 5. <u>Effective Time</u>. This Assignment shall be effective as of the Closing.

- 6. <u>Amendments</u>. This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all parties hereto.
- 7. <u>Governing Law.</u> Construction and interpretation of this Assignment shall be in accordance with the Laws of the State of New York without regard to conflicts of laws principles that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.
- 8. Execution of Assignment; Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The exchange of copies of this Assignment or amendments thereto and of executed signature pages by facsimile transmission or by email transmission in portable document format (PDF), or similar format, shall constitute effective execution and delivery of such instrument(s) as to the parties hereto and may be used in lieu of the original Assignment or amendment for all purposes. Signatures of the parties hereto transmitted by facsimile or by email in portable document format (PDF), or similar format, shall be deemed to be their original signatures for all purposes.

[The remainder of this page left intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:
HUMAN GENOME SCIENCES, INC.
By: Name: Assistant-Secretary Its:
ASSIGNEE:
EMERGENT MANUFACTURING OPERATIONS BALTIMORE LLC
By: Name:

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:
HUMAN GENOME SCIENCES, INC.
By: Name:
ASSIGNEE:
EMERGENT MANUFACTURING

OPERATIONS BALTIMORE LLC

By:

Name:

[Signature Page to Patent Assignment]

Schedule A

Assigned Patents

Case Reference	Country	Application No.	Grant No.	Date Granted
7,601,351	United States	10/602,727	7,601,351	10/13/2009
7,906,119	United States	12/421,139	7,906,119	03/15/2011

Provisional application No. 60/391,162, filed on Jun. 26, 2002
Provisional application No. 60/406,339, filed on Aug. 28, 2002
Provisional application No. 60/417,305, filed on Oct. 10, 2002
Provisional application No. 60/426,360, filed on Nov. 15, 2002
Provisional application No. 60/434,807, filed on Dec. 20, 2002
Provisional application No. 60/438,004, filed on Jan. 6, 2003
Provisional application No. 60/443,858, filed on Jan. 31, 2003
Provisional application No. 60/443,781, filed on Jan. 31, 2003
Provisional application No. 60/454,613, filed on Mar. 17, 2003
Provisional application No. 60/468,651, filed on May 8, 2003

PATENT REEL: 045009 FRAME: 0735

RECORDED: 01/05/2018