504838810 03/27/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4885547

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
THOMAS B. BORCHARDT	11/02/2017
AHMAD Y. SHEIKH	10/26/2017

RECEIVING PARTY DATA

Name:	ABBVIE INC.
Street Address:	1 NORTH WAUKEGAN ROAD
City:	NORTH CHICAGO
State/Country:	ILLINOIS
Postal Code:	60064

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15891306

CORRESPONDENCE DATA

Fax Number: (202)371-2540

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: 2023712600

Email: djackson@sternekessler.com, ttopssecretary4@sternekessler.com,

wli@sternekessler.com, xshen@sternekessler.com

Correspondent Name: STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

Address Line 1: 1100 NEW YORK AVE, NW Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	3685.0500005	
NAME OF SUBMITTER: XIANFENG SHEN		
SIGNATURE: /Xianfeng Shen, Reg. No. 69,162/		
DATE SIGNED: 03/27/2018		

Total Attachments: 16

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ASSIGNMENT

WHEREAS we,

- (1) Ayman Allian of 48 Secret Hollow Lane, Newbury Park, CA 91320,
- (2) Jayanthy Jayanth of 915 Pine Tree Circle, Buffalo Grove, IL 60089.
- (3) Mohamed-Eslam F. Mohamed of 1500 Almaden Lane, Gurnee, IL 60031.
- (4) Mathew M. Mulhern of 1009 Oaktree Terrace, Lake Villa, IL 60046
- (5) Lars F. Nordstroem of 1401 Sheridan Road. N. Chicago, IL 60064
- (6) Ahmed A. Othman of 14615 S Somerset Cir, Libertyville, IL 60048
- (7) Michael J. Rozema of 5215 41st St. Kenosha, WI 53144
- (8) Lakshmi Bhagavatula of 272 Noble Circle, Vernon Hills, IL 60061
- (9) Patrick J. Marroum of 9114 Blarney Stone Drive, Springfield, VA 22152
- (10) Peter T. Mayer of 1117 Avalon Lane, Libertyville, IL 60048

Hereinafter the "Assignors", have made certain new and useful inventions as described in:

United States Patent Application No. <u>15/295,561</u> filed on <u>October 17, 2016</u> entitled <u>"PROCESSES FOR THE PREPARATION OF (3S.4R)-3-ETHYL-4-(3H-IMIDAZO[1.2-alpha]PYRROLO[2,3-e]-PYRAZIN-8-YL)-N-(2,2,2-TRIFLUOROETHYL)PYRROLIDINE-1-CARBOXAMIDE AND SOLID STATE FORMS THEREOF" {Atty. Docket No. <u>ABV12089USO1</u>};</u>

WHEREAS, <u>AbbVie Inc.</u>, a corporation organized and existing under the laws of Delaware having a place of business at <u>1 North Waukegan Road</u>. North Chicago, Illinois 60064, hereinafter the "Assignee", desires to acquire the entire right, title and interest in and to the inventions and the patent application(s) identified above, and all patents, foreign and domestic, which may be obtained for said inventions, and Assignors desire to assign such rights to <u>AbbVie Inc.</u>, as set forth below:

NOW, THEREFORE, in exchange for valuable and legally sufficient consideration, the receipt of which is hereby acknowledged:

1. The Assignors have sold, conveyed, assigned and transferred, and by these presents do sell, convey, assign and transfer, to the Assignee their entire right, title and interest for the United States and all other jurisdictions in and to the inventions and the patent application(s) identified above, and any patents that may issue for said inventions, together with all patent applications, patents, utility models and designs therefore, including without limitation all continuations, divisions, renewals, revivals, reissues, reexaminations, extensions, supplementary protection certificates, and any substitute applications thereof, including the full right to claim all benefits and priority rights thereto under any applicable convention or treaty including without limitation the Paris

Convention, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement or violation of the foregoing, in each case, to have and to hold for sole and exclusive use and benefit of the Assignee, its successors and assigns.

- 2. The Assignors hereby covenant and agree that Assignors have the full right to convey the interests granted by this Assignment; and that the Assignors will assist the Assignee (including prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by Assignee) in the prosecution of the patent applications identified above, in the making and prosecution of any other applications that the Assignee may elect to make covering the inventions identified above, in vesting in the Assignee with exclusive title in and to all such other patent applications and patents, in the prosecution of any interference which may arise involving said invention, or any such patent application or patent, and in assisting Assignee in the defense and enforcement of any rights arising out of such patent application or patent, or this Assignment; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.
- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignors and their respective heirs, legal representatives and assigns.

Page 2 of 12

IN WITNESS WHEREOF, the Assignors have	ve executed this Assignment.
(1)	213/2017
Ayman Allian	Date
ACKNOWLEDGEMENT:	
On this 3 rol day of February, 2017, foregoing Assignment, and duly acknowledged to for the uses and purposes therein expressed.	Ayman Allian personally appeared before me, executed the me that such Assignment was executed by his/her free act and deed
	Much S. Jan. Witness signature
	<u>Derek B. Brown</u> Witness name (please print)



On this 25th day of January, 2017, Jayanthy Jayanth personally appeared before me, executed the foregoing Assignment, and duly acknowledged to me that such Assignment was executed by his/her free act and deed for the uses and purposes therein expressed.

Witness signature

MONIOA C. HOERTEL

Witness name (please print)

(3)	Hut EN	1/26/2017
	Mohamed-Eslam F. Mohamed	Date

On this <u>26th</u> day of <u>Johnany</u>, 2017, Mohamed-Eslam F. Mohamed personally appeared before me, executed the foregoing Assignment, and duly acknowledged to me that such Assignment was executed by his/her free act and deed for the uses and purposes therein expressed.

Witness signature

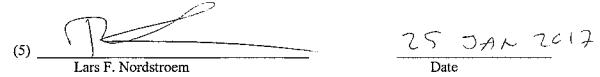
Moria A. Rono
Witness name (please print)

(4) Mathell Hallen	26 Jan 17
Mathew M. Mulhern	Date

On this 26th day of AN, 2017, Mathew M. Mulhern personally appeared before me, executed the foregoing Assignment, and duly acknowledged to me that such Assignment was executed by his/her free act and deed for the uses and purposes therein expressed.

Witness signature

Witness name (please print)



On this 25th day of _______, 2017, Lars F. Nordstroem personally appeared before me, executed the foregoing Assignment, and duly acknowledged to me that such Assignment was executed by his/her free act and deed for the uses and purposes therein expressed.

Witness signature

Bing - Shiou Yang
Witness name (please print)



On this <u>27th</u> day of <u>February</u>, 2017, Ahmed A. Othman personally appeared before me, executed the foregoing Assignment, and duly acknowledged to me that such Assignment was executed by his/her free act and deed for the uses and purposes therein expressed.

Witness signature

Witness name (please print)

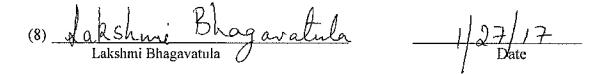
(7)	mgRoz	1-25-17
	Michael J. Rozerha	Date

On this ______ day of _______, 2017, Michael J. Rozema personally appeared before me, executed the foregoing Assignment, and duly acknowledged to me that such Assignment was executed by his/her free act and deed for the uses and purposes therein expressed.

Witness signature

Albert Kruser

Witness name (please print)



On this 27th day of <u>January</u>, 2017, Lakshmi Bhagavatula personally appeared before me, executed the foregoing Assignment, and duly acknowledged to me that such Assignment was executed by his/her free act and deed for the uses and purposes therein expressed.

Witness signature

Jing Yang
Witness name (please print)

(9)	PI	2/19/2017
	Patrick J. Marroum	Date

On this 19 day of Fehrung., 2017, Patrick J. Marroum personally appeared before me, executed the foregoing Assignment, and duly acknowledged to me that such Assignment was executed by his/her free act and deed for the uses and purposes therein expressed.

Witness signature

Witness name (please print)

(10)	fette There	26 Jan 17
` '	Peter T. Mayer	Date

On this 26 day of 304001, 2017, Peter T. Mayer personally appeared before me, executed the foregoing Assignment, and duly acknowledged to me that such Assignment was executed by his/her free act and deed for the uses and purposes therein expressed.

Mitness signature

Alex Rugales
Witness name (pilease print)

ASSIGNMENT

WHEREAS we,

- (1) Ahmad Y. Sheikh of 1020 Breckenridge Avenue, Lake Forest, IL 60045;
- (2) Thomas B. Borchardt of 2433 55th Avenue, Kenosha, WI 53144;

Hereinafter the "Assignors", have made certain new and useful inventions as described in:

United States Patent Application No. <u>62/242,797</u> filed on <u>October 16, 2015</u> entitled <u>"PROCESSES FOR THE PREPARATION OF (3S,4R)-3-ETHYL-4-(3H-IMIDAZO[1,2-alpha]PYRROLO[2,3-e]-PYRAZIN-8-YL)-N-(2,2,2-TRIFLUOROETHYL)PYRROLIDINE-1-CARBOXAMIDE AND SOLID STATE FORMS THEREOF" {Atty. Docket No. <u>ABV12089USL1</u>};</u>

United States Patent Application No. <u>62/267,672</u> filed on <u>December 15, 2015</u> entitled <u>"PROCESSES FOR THE PREPARATION OF (3S,4R)-3-ETHYL-4-(3H-IMIDAZO[1,2-alpha]PYRROLO[2,3-e]-PYRAZIN-8-YL)-N-(2,2,2-TRIFLUOROETHYL)PYRROLIDINE-1-CARBOXAMIDE AND SOLID STATE FORMS THEREOF" {Atty. Docket No. <u>ABV12089USL2</u>};</u>

United States Patent Application No. <u>62/301,537</u> filed on <u>February 29, 2016</u> entitled <u>"PROCESSES FOR THE PREPARATION OF (3S,4R)-3-ETHYL-4-(3H-IMIDAZO[1,2-alpha]PYRROLO[2,3-e]-PYRAZIN-8-YL)-N-(2,2,2-TRIFLUOROETHYL)PYRROLIDINE-1-CARBOXAMIDE AND SOLID STATE FORMS THEREOF" {Atty. Docket No. <u>ABV12089USL3</u>};</u>

United States Patent Application No. <u>62/352,380</u> filed on <u>June 20, 2016</u> entitled <u>"PROCESSES FOR THE PREPARATION OF (3S,4R)-3-ETHYL-4-(3H-IMIDAZO[1,2-alpha]PYRROLO[2,3-e]-PYRAZIN-8-YL)-N-(2,2,2-TRIFLUOROETHYL)PYRROLIDINE-1-CARBOXAMIDE AND SOLID STATE FORMS THEREOF" {Atty. Docket No. <u>ABV12089USL4</u>};</u>

United States Patent Application No. <u>15/295,561</u> filed on <u>October 17, 2016</u> entitled <u>"PROCESSES FOR THE PREPARATION OF (3S,4R)-3-ETHYL-4-(3H-IMIDAZO[1,2-alpha]PYRROLO[2,3-e]-PYRAZIN-8-YL)-N-(2,2,2-TRIFLUOROETHYL)PYRROLIDINE-1-CARBOXAMIDE AND SOLID STATE FORMS THEREOF" {Atty. Docket No. ABV12089USO1};</u>

PCT Patent Application No. <u>PCT/US2016/057372</u> filed on <u>October 17, 2016</u> entitled <u>"PROCESSES FOR THE PREPARATION OF (3S,4R)-3-ETHYL-4-(3H-IMIDAZO[1,2-alpha]PYRROLO[2,3-e]-PYRAZIN-8-YL)-N-(2,2,2-TRIFLUOROETHYL)PYRROLIDINE-1-CARBOXAMIDE AND SOLID STATE FORMS THEREOF" {Atty. Docket No. <u>ABV12089WOO1</u>};</u>

WHEREAS, <u>AbbVie Inc.</u>, a corporation organized and existing under the laws of Delaware having a place of business at <u>1 North Waukegan Road</u>, <u>North Chicago</u>, <u>Illinois 60064</u>, hereinafter the "Assignee", desires to acquire the entire right, title and interest in and to the inventions and the patent application(s) identified above, and all patents, foreign and domestic, which may be obtained for said inventions, and Assignors desire to assign such rights to <u>AbbVie Inc.</u>, as set forth below;

NOW, THEREFORE, in exchange for valuable and legally sufficient consideration, the receipt of which is hereby acknowledged:

- 1. The Assignors have sold, conveyed, assigned and transferred, and by these presents do sell, convey, assign and transfer, to the Assignee their entire right, title and interest for the United States and all other jurisdictions in and to the inventions and the patent application(s) identified above, and any patents that may issue for said inventions, together with all patent applications, patents, utility models and designs therefore, including without limitation all continuations, divisions, renewals, revivals, reissues, reexaminations, extensions, supplementary protection certificates, and any substitute applications thereof, including the full right to claim all benefits and priority rights thereto under any applicable convention or treaty including without limitation the Paris Convention, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement or violation of the foregoing, in each case, to have and to hold for sole and exclusive use and benefit of the Assignee, its successors and assigns.
- 2. The Assignors hereby covenant and agree that Assignors have the full right to convey the interests granted by this Assignment; and that the Assignors will assist the Assignee (including prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by Assignee) in the prosecution of the patent applications identified above, in the making and prosecution of any other applications that the Assignee may elect to make covering the inventions identified above, in vesting in the Assignee with exclusive title in and to all such other patent applications and patents, in the prosecution of any interference which may arise involving said invention, or any such patent application or patent, and in assisting Assignee in the defense and enforcement of any rights arising out of such patent application or patent, or this Assignment; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.
- 3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignors and their respective heirs, legal representatives and assigns.

IN	WITNESS	WHER	EOF, the Assignor	s have executed the	nis Assi	ignment.	
(1)	M_{A}	hmad Y.	Hulu Sheikh		26	OCT Date	2017

On this 26 day of Oct., 2017, Ahmad Y. Sheikh personally appeared before me, executed the foregoing Assignment, and duly acknowledged to me that such Assignment was executed by his/her free act and deed for the uses and purposes therein expressed.

Witness signature

REGERCY BLAKE
Witness name (please print)

(2) Thomas B. Borchardt Date

ACKNOWLEDGEMENT:

On this _______ day of ________, 2017, Thomas B. Borchardt personally appeared before me, executed the foregoing Assignment, and duly acknowledged to me that such Assignment was executed by his/her free act and deed for the uses and purposes therein expressed.

Witness signature

Witness name (please print)

Page 4 of 4