

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5047955

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
MILIND DESHPANDE	07/26/2016
AVINASH S. PHADKE	07/27/2016
JASON ALLAN WILES	08/01/2016
GODWIN PAIS	07/27/2016
AKIHIRO HASHIMOTO	07/27/2016
VENKAT RAO GADHACHANDA	07/27/2016
QIUPING WANG	07/27/2016
DAWEI CHEN	07/27/2016
XIANGZHU WANG	07/27/2016
ATUL AGARWAL	07/27/2016
WILLIAM GREENLEE	08/02/2016

**RECEIVING PARTY DATA**

<b>Name:</b>	ACHILLION PHARMACEUTICALS, INC.
<b>Street Address:</b>	300 GEORGE STREET
<b>City:</b>	NEW HAVEN
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06511

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	15905524

**CORRESPONDENCE DATA****Fax Number:**

*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:** 6786941262**Email:** docket@kipsllc.com**Correspondent Name:** KNOWLES INTELLECTUAL PROPERTY STRATEGIES, LLC**Address Line 1:** 400 PERIMETER CENTER TERRACE**Address Line 2:** SUITE 200**Address Line 4:** ATLANTA, GEORGIA 30346

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	12033-026WO1US1
<b>NAME OF SUBMITTER:</b>	BRENT R. BELLOWS
<b>SIGNATURE:</b>	/Brent R. Bellows/
<b>DATE SIGNED:</b>	07/12/2018

**Total Attachments: 13**

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**ASSIGNMENT**

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WHEREAS, we, **Milind Deshpande**, of Madison, CT; **Avinash S. Phadke**, of Branford, CT; **Jason Allan Wiles**, of Madison, CT; **Godwin Pais**, of Hamden, CT; **Akihiro Hashimoto**, of Branford, CT; **Venkat Rao Gadhachanda**, of Hamden, CT; **Qiuping Wang**, of Bethany, CT; **Dawei Chen**, of Guilford, CT; **Xiangzhu Wang**, of Branford, CT; **Atul Agarwal**, of Hamden, CT; and **William Greenlee**, of Teaneck, CT; have invented certain new and useful improvements disclosed in provisional application titled “**Aryl, Heteroaryl, and Heterocyclic Compounds for Treatment of Immune and Inflammatory Disorders**” which may be identified in the United States Patent and Trademark Office by Application No. 62/209,986 and provisional application titled “**Aryl, Heteroaryl, and Heterocyclic Compounds for Treatment of Immune and Inflammatory Disorders**” which may be identified in the United States Patent and Trademark Office by Application No. 62/210,116 filed on August 26, 2015, and for which an application for a Letters Patent in the United States claiming priority to said provisional applications will be made.

WHEREAS, **Achillion Pharmaceuticals, Inc.** (“Assignee”), a business entity organized and existing under the laws of the State of Delaware, and having its principal offices at 300 George Street, New Haven, CT 06511, is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and applications and in and to the Letters Patent to be obtained therefrom.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we, **Milind Deshpande, Avinash S. Phadke, Jason Allan Wiles, Godwin Pais, Akihiro Hashimoto, Venkat Rao Gadhachanda, Qiuping Wang, Dawei Chen, Xiangzhu Wang, Atul Agarwal, and William Greenlee**, by these presents do sell, assign, and transfer to **Achillion Pharmaceuticals, Inc.** the full, exclusive, and entire right, title, and interest in and to said Applications, and in and to all inventions and improvements disclosed and described in said Applications, as well as all know-how derived during the development of, and directed to, the inventions and improvements disclosed and described in said Applications.

For the same consideration, we, by these presents, do sell, assign, and transfer to **Achillion Pharmaceuticals, Inc.** the full, exclusive, and entire right, title, and interest in and to any U.S. nonprovisional or foreign application or applications corresponding to said Applications, in whole or in part, and to any Letters Patent and similar protective rights granted on said U.S. nonprovisional or foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said U.S. nonprovisional or foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, including to all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents; said U.S. nonprovisional or foreign applications to be filed and issued in the name of **Achillion Pharmaceuticals, Inc.** or its designee insofar as permitted by applicable law;

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

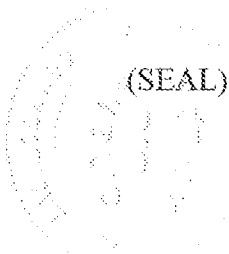
IN WITNESS WHEREOF, WE have hereunto set our hands and affixed our seal as dated below.

Date: 7/26/2016

Milind Deshpande  
Milind Deshpande

STATE OF Connecticut

Before me, a Notary Public in and for the State of Connecticut, on this 26<sup>th</sup> day of July, 2016, personally appeared **Milind Deshpande**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.



Ken Koop  
NOTARY PUBLIC

My Commission Expires: November 30, 2019

Date: 7/27/2016

AS Phadke  
Avinash S. Phadke

STATE OF Connecticut

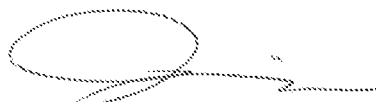
Before me, a Notary Public in and for the State of Connecticut, on this 27th day of July, 2016, personally appeared **Avinash S. Phadke**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)

Ken Bond  
NOTARY PUBLIC

My Commission Expires: November 30, 2019

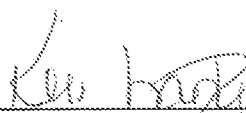
Date: 8/1/2016

  
\_\_\_\_\_  
Jason Allan Wiles

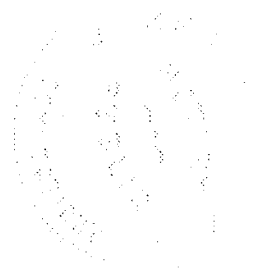
STATE OF Connecticut

Before me, a Notary Public in and for the State of Connecticut, on this <sup>1<sup>st</sup></sup> day of August, 2016, personally appeared **Jason Allan Wiles**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)

  
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NOTARY PUBLIC

My Commission Expires: November 30, 2019



Date: 7/27/2016

[Signature]  
Godwin Pais

STATE OF Connecticut

Before me, a Notary Public in and for the State of Connecticut, on this 27<sup>th</sup> day of July, 2016, personally appeared **Milind Deshpande**, of Madison, CT; **Avinash S. Phadke**, of Branford, CT; **Jason Allan Wiles**, of Madison, CT; **Godwin Pais**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)

[Signature]  
NOTARY PUBLIC

My Commission Expires: November 30, 2019



Date: 07/29/2016

A. Hashimoto  
Akhiro Hashimoto

STATE OF Connecticut

Before me, a Notary Public in and for the State of Connecticut, on this 27<sup>th</sup> day of July, 2016, personally appeared **Akhiro Hashimoto**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)

Keri Hart  
NOTARY PUBLIC

My Commission Expires: November 30, 2019

Date: 7/27/2016

*Venkat Rao Gadhachanda*  
Venkat Rao Gadhachanda

STATE OF Connecticut

Before me, a Notary Public in and for the State of Connecticut, on this 27<sup>th</sup> day of July, 2016, personally appeared **Venkat Rao Gadhachanda**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)

*Ken Karp*  
NOTARY PUBLIC

My Commission Expires: November 30, 2019

Date: 7/27/2016

*Qiuping Wang*  
Qiuping Wang

STATE OF Connecticut

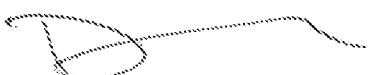
Before me, a Notary Public in and for the State of Connecticut, on this 27<sup>th</sup> day of July, 2016, personally appeared **Qiuping Wang**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)

*Ken Boyd*  
NOTARY PUBLIC

My Commission Expires: November 30, 2019

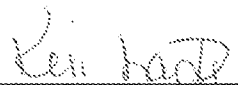
Date: 07/27/16

  
\_\_\_\_\_  
Dawei Chen

STATE OF Connecticut

Before me, a Notary Public in and for the State of Connecticut, on this 27<sup>th</sup> day of July, 2016, personally appeared **Dawei Chen**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: November 30, 2019

Date: 7/27/2016

Xiangzhu Wang  
Xiangzhu Wang

STATE OF Connecticut

Before me, a Notary Public in and for the State of Connecticut, on this 27<sup>th</sup> day of July, 2016, personally appeared **Xiangzhu Wang**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)

Ken [Signature]  
NOTARY PUBLIC

My Commission Expires: November 30, 2017

Date: 07/27/2016

Atul Agarwal  
Atul Agarwal

STATE OF Connecticut

Before me, a Notary Public in and for the State of Connecticut, on this 27<sup>th</sup> day of July, 2016, personally appeared Atul Agarwal, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)

Ken Karp  
NOTARY PUBLIC

My Commission Expires: November 30, 2017

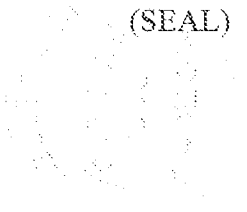
Date: August 2, 2016

William Greenlee  
William Greenlee

STATE OF New Jersey

Before me, a Notary Public in and for the State of New Jersey, on this 2nd day of August, 2016, personally appeared **William Greenlee**, who, being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(SEAL)



Debra L. Roads  
NOTARY PUBLIC

Debra L. Roads  
Notary Public of New Jersey  
Commission ID# 2280682  
My Commission Expires: ~~Commission Expires 8/22/2020~~