PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	

CONVEYING PARTY DATA

Name	Execution Date
BAYER PHARMA AKTIENGESELLSCHAFT	06/19/2018

RECEIVING PARTY DATA

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State/Country:	GERMANY		

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	8802847
Patent Number:	9150573
Patent Number:	9604948
Patent Number:	9845300
Application Number:	15812524

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ATTORNEY DOCKET NUMBER:	BHC1110500 US
NAME OF SUBMITTER:	CHRISTINE HANSEN
SIGNATURE:	/Christine Hansen/
DATE SIGNED:	09/05/2018

Total Attachments: 3

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Docket No.: <u>0081565-000166</u>; BHC 11 1 050 US

ASSIGNMENT OF INVENTION

WHEREAS, Bayer Pharma Aktiengesellschaft of Muellerstrasse 170-178, Berlin, Germany, ("Assignor") entered into a contract transferring rights to certain inventions, patents and patent applications in existence on April 1, 2012 ("First Patent Properties") to Bayer Intellectual Property GmbH, Alfred-Nobel-Strasse 10, Monheim, Germany ("Assignee") in conjunction with the creation of Assignee;

WHEREAS, Assignor entered into a contribution agreement effective September 22, 2014, 23:58 CET transferring ownership of certain U.S. patents and applications ("Second Patent Properties") and the inventions disclosed therein concerning stimulators of soluble guanylate cyclase to Assignee;

WHEREAS, employees of Assignor executed certain written assignments of inventions, patent applications, and patents resulting from their duties as employees of Assignor directly to Assignee rather than to Assignor as their employment contract requires, and the subject matter of these assignments involved rights within the First and/or the Second Patent Properties;

WHEREAS, these written assignments executed by Assignor employees directly to Assignee have been superseded by written assignments from the employees directly to their employer Assignor; and

WHEREAS, Assignor and Assignee hereby desire to enter into this Assignment of Invention, *nunc pro tunc*, to be effective as of September 22, 2014, 23:58 CET ("Assignment Effective Date"), to perfect the chain of title for these U.S. patent properties that were the object of the written assignments from the Assignor's employees direct to Assignee.

Now, therefore, in consideration of the payment by Assignee to Assignor of the sum of one dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, effective as of the Assignment Effective Date, Assignor hereby sells, assigns, and transfers, *nunc pro tunc*, to Assignee, and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and to, including the right to claim priority from, the invention(s) disclosed in the U.S. patents and applications that are listed in Appendix A hereto ("Patent Properties"), and in and to all Letters Patent and equivalents thereof to be obtained for said invention(s) in the United States, or any continuation, division, renewal, substitute or equivalent thereof, as well as to any reissue, reexamination, patent term restoration, or equivalent thereto in the United States.

Assignor hereby represents, warrants and covenants that, except for any prior assignments disclosed herein (to the extent executed and delivered by Assignor), no valid assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with assignment of the Patent Properties to Assignee, and that Assignee will, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to said invention(s) and said Letters Patent and legal equivalents as may be known and accessible to Assignor, and Assignor will testify as to the same in any interference, litigation or other proceeding related thereto, and will promptly execute and deliver to Assignee or its legal representative(s) any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention(s) and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Docket No.: <u>0081565-000166;</u> BHC 11 1 050 US

IN WITNESS WHEREOF, I/we have hereunto respectively set hand(s) and seal(s) on the date(s) shown below:

Dr. Markus Albers

printed name: Senior Patent Counsel for Bayer Pharma Aktiengesellschaft

Date

19. Juni 2018

Docket No.: <u>0081565-000166;</u> <u>BHC 11 1 050 US</u>

APPENDIX A

File number	Application number	Application date (DD/MM/YY)	Patent number	Issue date DD/MM/YY
BHC111050 US	13/684670	26/11/12	8802847	12/08/14
BHC111050 US D	14/320875	01/07/14	9150573	06/10/15
BHC111050 US D D	14/796703	10/07/2015	9604948	28/03/17
BHC111050 US D D D	15/435964	17/02/17	9845300	19/12/17
BHC111050 US D D D D	15/812524	14/11/17		

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