#### 505078494 09/05/2018

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	2	

### **CONVEYING PARTY DATA**

Name	Execution Date
BAYER INTELLECTUAL PROPERTY GMBH	06/19/2018

#### **RECEIVING PARTY DATA**

Name:	ADVERIO PHARMA GMBH	
Street Address:	WILLY-BRANDT-PLATZ 2	
City:	SCHOENEFELD	
State/Country:	GERMANY	
Postal Code:	12529	

### **PROPERTY NUMBERS Total: 5**

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

#### **CORRESPONDENCE DATA**

Fax Number: (317)592-5405

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: 3172362483

christine.hansen@icemiller.com Email:

CHRISTINE M. HANSEN **Correspondent Name:** Address Line 1: ONE AMERICAN SQUARE

Address Line 2: **SUITE 2900** 

Address Line 4: INDIANAPOLIS, INDIANA 46282

ATTORNEY DOCKET NUMBER:	BHC 111050 US	
AME OF SUBMITTER: CHRISTINE HANSEN		
SIGNATURE:	/Christine Hansen/	
DATE SIGNED:	09/05/2018	

**PATENT REEL: 046790 FRAME: 0738** 505078494

# **Total Attachments: 3**

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PATENT REEL: 046790 FRAME: 0739

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

#### ASSIGNMENT OF INVENTION

WHEREAS, Bayer Intellectual Property GmbH, Alfred-Nobel-Strasse 10, Monheim, Germany ("Assignor") entered into a contribution agreement on September 22, 2014, 23:59 CET with Adverio Pharma GmbH, Willy-Brandt-Platz 2, 12529 Schoenefeld, Germany ("Assignee") transferring ownership of certain U.S. patents and applications and the inventions disclosed therein concerning stimulators of soluble guanylate cyclase;

WHEREAS, Assignor had obtained the rights, title and interest to these U.S. patents and applications from Bayer Pharma Aktiengesellschaft of Muellerstrasse 170-178, Berlin, Germany ("Bayer Pharma AG") in two written contracts;

WHEREAS, employees of Bayer Pharma AG executed certain written assignments of inventions, patent applications, and patents resulting from their duties as employees of Bayer Pharma AG directly to Assignor rather than to Bayer Pharma AG as their employment contracts require, and the subject matter of these assignments involves rights to the U.S. patents and applications and the inventions disclosed therein subject to the contribution agreement between Assignor and Assignee;

WHEREAS, these written assignments executed by Bayer Pharma AG employees directly to Assignor have been superseded by written assignments from the employees directly to their employer Bayer Pharma AG, and subsequent thereto Bayer Pharma AG executed an assignment to Assignor, *nunc pro tunc*, to be effective as of September 22, 2014, 23:58 CET; 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, 23:59 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 Bayer Pharma AG employees direct to Assignor.

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

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and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

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

rinted staye:

for Bayer Intellectual Property GmbH Dr. Alexander Nowak Team Head of Patents

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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**RECORDED: 09/05/2018**