505186315 11/12/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5233084

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ANDREW JEFFREY YATES	01/30/2017
JAN IVO MASSANT	02/09/2017

RECEIVING PARTY DATA

Name:	UCB BIOPHARMA SPRL
Street Address:	ALLÉE DE LA RECHERCHE, 60
City:	BRUSSELS
State/Country:	BELGIUM
Postal Code:	B-1070

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16300522

CORRESPONDENCE DATA

Fax Number: (703)712-8525

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.

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Email: docketing@medlerferro.com

Correspondent Name: MEDLER FERRO WOODHOUSE & MILLS PLLC

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Address Line 2: SUITE 1060

Address Line 4: MCLEAN, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	0089-0021US1
NAME OF SUBMITTER:	CYNTHIA M BOUCHEZ
SIGNATURE:	/Cynthia M. Bouchez #47,438/
DATE SIGNED:	11/12/2018

Total Attachments: 12

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CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND **UNDERTAKING AGREEMENT**

THIS AGREEMENT is made the 30 day of SANUMPY 2017

(1) Andrew Jeffrey YATES C/O Intellectual Property Dept UCB Celltech 208 Bath Road Slough Berkshire, SL1 3WE UNITED KINGDOM

("THE INVENTOR");

(2)**CELLTECH R&D Limited** 208 Bath Road Slough

Berkshire SL1 3WE UNITED KINGDOM ("UCB CELLTECH")

(3)**UCB BIOPHARMA SPRL**

Allée de la Recherche, 60 B-1070 Brussels BELGIUM

("UCB BIOPHARMA")

WHEREAS

- (A) The Inventor has been determined as being the sole inventor or one of the joint inventors of the invention or inventions entitled PHARMACEUTICAL FORMULATION and identified by the patent family reference number PF0076 ("the Invention")
- (B) At the time the Invention was made, the Inventor was employed by UCB CELLTECH:
- The Invention is described in a patent application ("the Application"), identified by the following short particulars, which patent application has with the consent of all the parties hereto been filed in the name of UCB BIOPHARMA with the patent office shown:

Patent Office	Filing Date	Application Number
UK Patent Office	12 May 2016	1608323.0

- (D) It is the wish and intention of all the parties hereto that:
 - (i) the Application shall continue in the name of UCB BIOPHARMA;
 - any patent application or like application filed in any country or territory and (ii) being directed to the Invention (whether or not claiming priority under the Paris

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Convention or like arrangement from the Application and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, patent term extensions, supplementary protection certificates, regional applications and international applications and like corresponding applications) ("Corresponding Application(s)") shall be in the name of and shall vest in **UCB BIOPHARMA**; and

(iii) any patent granted on the Application or on any Corresponding Application(s) shall be in the name of and shall vest in **UCB BIOPHARMA**.

NOW THIS AGREEMENT WITNESSETH:

- 1. THE INVENTOR ACKNOWLEDGES that:
 - a) he or she made the Invention as part of his or her normal duties as employee of **UCB CELLTECH** and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his or her duties; and
 - b) all his or her right, title, and interest in the invention transferred to **UCB CELLTECH** by virtue of applicable Law.
- All right, title and interest in the Invention have transferred from UCB CELLTECH to UCB BIOPHARMA by virtue of a series of inter company agreements which have entered into force prior to the filing date of the Application.
 - **UCB CELLTECH** hereby agrees that **UCB BIOPHARMA** has and shall have the exclusive rights to the Invention and all patent applications and resulting patents pertaining to the Invention, as well as the exclusive right to apply for patents, or any other such protection of intellectual property rights for the Invention, including for the avoidance of doubt the Application and the Corresponding Application(s).
- 3. **UCB CELLTECH** and **THE INVENTOR** ACKNOWLEDGE that all right, title and interest in the Invention thereof are vested in **UCB BIOPHARMA** and that **UCB BIOPHARMA** has the exclusive rights to:
 - (i) the Invention;
 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in UCB BIOPHARMA;
 - (iii) recover and take all such proceedings as may be necessary for the recovery of damages, an account of profits or other relief in respect of all infringements of any patent or patents granted pursuant to the Application or to any

Corresponding Application(s) whether such infringements take place before or after the date of this Agreement:

TO HOLD unto **UCB BIOPHARMA** absolutely.

- 4. Insofar as the rights in the Invention and the Application are still vested in THE INVENTOR and/or UCB CELLTECH and, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, THE INVENTOR and/or UCB CELLTECH. HEREBY ASSIGNS to UCB BIOPHARMA:
 - (i) the Invention:
 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in UCB BIOPHARMA;
 - (iii) the right to recover and take all such proceedings as may be necessary for the recovery of damages, an account of profits or other relief in respect of all infringements of any patent or patents granted pursuant to the Application or to any Corresponding Application(s) whether such infringements take place before or after the date of this Agreement;

TO HOLD unto **UCB BIOPHARMA** absolutely.

- 5. UCB BIOPHARMA HEREBY ACCEPTS all that is transferred to it under this Agreement.
- EACH OF THE INVENTOR AND UCB CELLTECH HEREBY UNDERTAKES to do or 6. have done as and when required by UCB BIOPHARMA, or its nominee as UCB BIOPHARMA shall direct, and at the expense of UCB BIOPHARMA, any and all acts and things including the execution of documents necessary or expedient for perfecting the assignments contained herein and/or for giving effect to the wishes and intentions of the parties hereto.
- 7. EACH OF THE INVENTOR AND UCB CELLTECH HEREBY AUTHORISES UCB BIOPHARMA or its nominee and the agents of any of them as UCB BIOPHARMA shall direct to insert here below at (*) the relevant application number and/or any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document:

PATENT REEL: 047476 FRAME: 0739

(*)	US Serial No :		
and/or	PCT Application No:		
	Filing Date:		

- 8. IN THE EVENT THAT ANY OF THE TERMS OF THIS AGREEMENT is held to be invalid, the remainder of the terms shall continue in full force and effect.
- 9. THIS AGREEMENT SHALL BE CONSTRUED in all respects in accordance with law governing Prior Agreement.

IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

This page remains without signatures on purpose – all signatures are executed on follow-up pages (5-7).

Signed by THE INVENTOR

Andrew Jeffrey YATES

Signature:

Place:

Witness signature:

Name:

Address: Place:

Witness signature:

Name:

Address:

Place:

SLOWER UL

SARAN HUMBURITS

00 Jers Both Roc

PALLA TUCKEC

lo 208 Bath Road

SLOWOM, UK

REEL: 047476 FRAME: 0741

Signed	i for and on I	behalf of UCB CELLTECH
Ву:	Name: Title:	Yogesh KHATRI Finance Director
Signat	ure:	Slongh, UK
	s signature:	- Flunghrus
Name:		SARAH HUMMARUS
Addres	SS:	clo 208 Bath Road
Place:		SOURY UK
Witnes	s signature:	Thicker
Name:		PAULAJUCKES
Addres)S)	clo 208 Bath Road
Place:		SLOUGH UK

Signed	for and	on behalf of UCB BIOPHARMA	
Ву:	Name:	Stéphane DROUIN	
	Title:	Vice President, Head Group Intelle	ectual Property
Signatu	ıre:		UCB Biopharma SPRL
Place:		Charles The Control of the Control o	Allée de la Recherche, 60
Witness	s signatı	ire: <u>JA4</u>	B-1070 Bruxelles - Belgium
Name:		Géraldine ANG	EL
Addres	S:	Senior Patent Admin	strator
Place:		<u> </u>	UCB Biopharma SPRL Allée de la Recherche, 60
Witness	s signatı	ıre:	B-1070 Bruxelles - Belgium
Name:		Thanks Be	<u>concernedo</u>
Addres:	s:	**************************************	
Place:		<u> </u>	UCB Biopharma SPRL Aliée de la Recherche, 60 B-1070 Bruxelles - Belgium

CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT and UNDERTAKING AGREEMENT

THIS AGREEMENT is made the _____ day of <u>Femulay</u> 2017 between

(1) Jan Ivo MASSANT
C/O Intellectual Property Dept
UCB Biopharma SPRL
Allée de la Recherche, 60
B-1070 Brussels
BELGIUM

("THE INVENTOR");

(2) UCB BIOPHARMA SPRL
Allée de la Recherche, 60
B-1070 Brussels
BELGIUM

("UCB BIOPHARMA")

WHEREAS

- (A) **THE INVENTOR** has been determined as being the sole inventor or one of the joint inventors of the invention or inventions entitled *Pharmaceutical formulation* and identified by the patent family reference number [PF0076] ("the Invention");
- (B) At the time the Invention was made, **THE INVENTOR** was employed by **UCB BIOPHARMA**.
- (C) The Invention is described in a patent application ("the Application"), identified by the following short particulars, which patent application has with the consent of all the parties hereto been filed in the name of **UCB BIOPHARMA** with the patent office shown:

Patent Office	Filing Date	Application Number
	12 M 2016	1700222
UK Patent Office	12 May 2016	1608323.0

- (D) It is the wish and intention of all the parties hereto that:
 - (i) the Application shall continue in the name of **UCB BIOPHARMA**;
 - (ii) any patent application or like application filed in any country or territory and being directed to the Invention (whether or not claiming priority under the Paris Convention or like arrangement from the Application and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, patent term extensions, supplementary protection certificates, regional applications and international applications and like corresponding applications)

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REEL: 047476 FRAME: 0744

("Corresponding Application(s)") shall be in the name of and shall vest in **UCB BIOPHARMA**; and

(iii) any patent granted on the Application or on any Corresponding Application(s) shall be in the name of and shall vest in **UCB BIOPHARMA**.

NOW THIS AGREEMENT WITNESSETH:

- 1. THE **INVENTOR** ACKNOWLEDGES that:
 - a) he or she made the Invention as part of his or her normal duties as employee of UCB BIOPHARMA and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his or her duties; and
 - b) all his or her right, title, and interest in the invention transferred to **UCB BIOPHARMA** by virtue of his or her employment agreement and/or applicable laws.

TO HOLD unto **UCB BIOPHARMA** absolutely.

- 2. Insofar as the rights in the Invention and the Application are still vested in **THE INVENTOR**, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, **THE INVENTOR** HEREBY ASSIGNS to **UCB BIOPHARMA**:
 - (i) the Invention;
 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in **UCB BIOPHARMA**;
 - (iii) the right to recover and take all such proceedings as may be necessary for the recovery of damages, an account of profits or other relief in respect of all infringements of any patent or patents granted pursuant to the Application or to any Corresponding Application(s) whether such infringements take place before or after the date of this Agreement;

TO HOLD unto **UCB BIOPHARMA** absolutely.

2/5

- 5. **UCB BIOPHARMA** HEREBY ACCEPTS all that is transferred to it under this Agreement.
- 6. EACH OF **THE INVENTOR** HEREBY UNDERTAKES to do or have done as and when required by **UCB BIOPHARMA** or its nominee, as **UCB BIOPHARMA** shall direct and at the expense of **UCB BIOPHARMA**, any and all acts and things including the execution of documents necessary or expedient for perfecting the assignments contained herein and/or for giving effect to the wishes and intentions of the parties hereto.
- 7. EACH OF **THE INVENTOR** HEREBY AUTHORISES **UCB BIOPHARMA** or its nominee and the agents of any of them as **UCB BIOPHARMA** shall direct to insert here below at (*) the relevant application number and/or any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document:

Commission to self

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(*) US Serial No :	
and/or PCT Application No :	
Filing Date :	
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- 8. IN THE EVENT THAT ANY OF THE TERMS OF THIS AGREEMENT is held to be invalid, the remainder of the terms shall continue in full force and effect.
- 9. THIS AGREEMENT SHALL BE CONSTRUED in all respects in accordance with law governing Prior Agreement.

IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

This page remains without signatures on purpose – all signatures are executed on follow-up pages (4-5).

Signed by THE INVENTOR

Jan Ivo MASSANT

Signature:

Place:

Witness signature:

Name:

Address:

UCB Biopharma SPRL Allée de la Recherche, 60

Place:

- B-1070 Bruxelles - Belginm

Witness signature:

Name:

Senior Patent Administrator

Address:

UCB Biopharma SPRL

Allée de la Recherche, 60

Place:

B-1070 Bruxelles - Belgium

Signe	d for and	on behalf of UCB BIOPHARMA	
Ву:	Name:	Stéphane DROUIN	
	Title:	Vice President Head Group Intellectual Property	
Signat	ture;	Stephane DROUIN	The state of the s
Place:		Proxy and Legal Representative	UCB Biopharma SPRL Allée de la Recherche, 60 B-1070 Bruxelles - Belgium
Witnes	ss signati	Ire:Géraldine ANGEL	en grand grand de en egytere i de en en e
Name:	; 	Senior/Patent Administrator	
Addres	ss: W		
 1		UCB Biopharma SPRL	
Place:		Allée de la Recherche, 60 B-1070 Bruxelles - Belgium	
Witnes	ss signatu	ıre:	
Name:		. Charles DERNAERTS	
Addres	ss: U)	
Place:		UCB Biogharma SPOT	
		Allée de la Recheralia, 60	
		B-1070 Bruxelles - Belgium	

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