505388693 03/22/2019

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5435486

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
ANDREW BAYLY	02/08/2019
JEAN-DAMIEN CHARRIER	03/09/2019
JAMES DODD	02/14/2019
STEVEN DURRANT	02/06/2019
GORKA EXTEBARRIA I JARDI	02/06/2019
SIMON EVERITT	02/06/2019
DAMIEN FRAYSSE	02/06/2019
SHAZIA KEILY	02/07/2019
RONALD KNEGTEL	02/07/2019
MICHAEL MORTIMORE	02/06/2019
KIRI NORTH	02/27/2019
ROBERT PULLIN	02/14/2019
ALISTAIR RUTHERFORD	02/07/2019
PIERRE-HENRI STORCK	02/27/2019
HEATHER CLARE TWIN	02/06/2019

## **RECEIVING PARTY DATA**

Name:	VERTEX PHARMACEUTICALS (EUROPE) LIMITED
Street Address:	86-88 JUBILEE AVENUE
Internal Address:	MILTON PARK
City:	ABINGDON, OXFORDSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	OX14 4RW

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16259979

## **CORRESPONDENCE DATA**

**Fax Number:** (617)426-6567

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.

505388693 REEL: 048669 FRAME: 0238

**Phone:** 6177287100

Email: BOSPatents@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: ONE INTERNATIONAL PLACE, 40TH FLOOR

Address Line 2: 100 OLIVER STREET

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	294927-018US (164297)	
NAME OF SUBMITTER:	ANDREA L.C. REID	
SIGNATURE:	/Andrea L.C. Reid/	
DATE SIGNED:	03/22/2019	

## **Total Attachments: 8**

source=394927-018US (164297) Inventors to Vertex US#page1.tif source=394927-018US (164297) Inventors to Vertex US#page2.tif source=394927-018US (164297) Inventors to Vertex US#page3.tif source=394927-018US (164297) Inventors to Vertex US#page4.tif source=394927-018US (164297) Inventors to Vertex US#page5.tif source=394927-018US (164297) Inventors to Vertex US#page6.tif source=394927-018US (164297) Inventors to Vertex US#page7.tif source=394927-018US (164297) Inventors to Vertex US#page8.tif

PATENT REEL: 048669 FRAME: 0239

# COMBINED DECLARATION (37 CFR § 1.63) AND ASSIGNMENT (DUAL PURPOSE) FOR UTILITY OR DESIGN PATENT APPLICATION USING AN APPLICATION DATA SHEET

#### **DECLARATION:**

The within-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

#### ASSIGNMENT:

WHEREAS, we, the undersigned,

Andrew BAYLY, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Jean-Damien CHARRIER, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

James DODD, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Steven DURRANT, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Gorka ETXEBARRIA I JARDI, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Simon EVERITT, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Damien FRAYSSE, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Shazia KEILY, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Ronald KNEGTEL, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Michael MORTIMORE, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Kiri NORTH, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Robert PULLIN, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Alistair RUTHERFORD, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Pierre-Henri STORCK, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

Heather Clare TWIN, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

are inventors of the invention described and claimed in "GCN2 INHIBITORS AND USES THEREOF" and hereby execute an application for a patent of the United States, having Application No. 16/259,979, filing date of January 28, 2019, and

are also aware of the following priority application:

Page 1 of 4

25461873.1.BUSINESS

## 62/623,299, filing date of January 29, 2018;

WHEREAS, VERTEX PHARMACEUTICALS (EUROPE) LIMITED (hereinafter termed "Assignee"), having a place of business at 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM, desires to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by us (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt and sufficiency of which is acknowledged by us to have been received in full from said Assignee:

- 1. We do hereby sell, assign, transfer and convey unto said Assignee, and/or confirm prior assignment, transfer, or conveyance unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. We hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by us shall include 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 said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by us in providing such cooperation shall be paid for by said Assignee.
- 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 us, our respective heirs, legal representatives and assigns.
- 4. We hereby warrant and represent that we have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, we have executed and delivered this instrument to said Assignee.

EX PHARMACE	UTICAL	S (EUROPE) LIMITED ("Assignee")
	Ву:	AMALIA
	Name: _	Konstantinos Andrikopoulos  IP Counsel
	Title:	11 Counses
	D-4-:	March 18 2019

Page 2 of 4

Jean-Damien CHARRIER Andrew BAYLY 9-3-2019 Date:\_\_\_ Date:\_ WITNESSES: WITNESSES: Signature:\_ Signature:\_ Signature: Signature:\_ By: Steven DURRANT By: James DODD Date:\_\_\_ Date:\_\_\_ WITNESSES: WITNESSES: Signature:\_\_ Signature:\_\_ Signature:\_ Signature:\_ Gorka ETXEBARRIA I JARDI Simon EVERITT Date:\_\_\_ WITNESSES: WITNESSES: Signature:\_ Signature:\_\_\_ Signature:\_ Signature:\_ Damien FRAYSSE Shazia KEILY Date:\_\_ Date: WITNESSES: WITNESSES: Signature:\_ Signature:\_\_\_ Signature:\_ Signature:\_ By: \_ Ronald KNEGTEL Michael MORTIMORE Date:\_\_\_ Date:\_\_\_ WITNESSES: WITNESSES: Signature:\_\_\_ Signature:\_\_\_

Signature:\_

Signature:\_

Docket 394927-018US (164297)

By: Kiri NORTH	By: Robert PULLIN
Date:	Date:
WITNESSES:	WITNESSES:
Signature:	Signature:
Signature:	Signature:
By: Alistair RUTHERFORD	By: Pierre-Henri STORCK
Date:	Date:
WITNESSES:	WITNESSES:
Signature:	Signature:
Signature:	Signature:
By: Heather Clare TWIN	
Date:	
WITNESSES:	
Signature:	
Sionature:	

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#### ASSIGNMENT:

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Heather Clare TWIN, of c/o Vertex Pharmaceuticals (Europe) Limited, 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM;

are inventors of the invention described and claimed in "GCN2 INHIBITORS AND USES THEREOF" and hereby execute an application for a patent of the United States, having Application No. 16/259,979, filing date of January 28, 2019, and

are also aware of the following priority application:

Page 1 of 4

25461873.1.BUSINESS

## 62/623,299, filing date of January 29, 2018;

WHEREAS, VERTEX PHARMACEUTICALS (EUROPE) LIMITED (hereinafter termed "Assignee"), having a place of business at 86-88 Jubilee Avenue, Milton Park, Abingdon, Oxfordshire OX14 4RW, UNITED KINGDOM, desires to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by us (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt and sufficiency of which is acknowledged by us to have been received in full from said Assignee:

- 1. We do hereby sell, assign, transfer and convey unto said Assignee, and/or confirm prior assignment, transfer, or conveyance unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. We hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by us shall include 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 said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by us in providing such cooperation shall be paid for by said Assignee.
- 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 us, our respective heirs, legal representatives and assigns.
- 4. We hereby warrant and represent that we have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, we have executed and delivered this instrument to said Assignee.

VERTEX PHARMACEU	TICALS (EUROPE) LIMITED ("Assignee")
	ву:
	Name: Konstantinos Andrikopoulos  IP Counsel
	Title:
	Date: March 18, 2019

Page 2 of 4

25461873.1.BUSINESS

By: Andrew BAYLY	By:
Date: 08/02/19	Date:
WITNESSES:	WITNESSES:
Signature: HUC	Signature:
Signature: Strepg	Signature:
By: James DODD	By: STOURCANT
Date: 14/2/19	Date: 06/02/2019
WITNESSES:	WITNESSES:
Signature: D'U	Signature:
Signature: RP Q	Signature:
Ву:	By. Simon EVERITT
Gorka ETXEBARRIA I JARDI  Date: 06 / 02 / 19	Date: 06/02/2019
WIND INCOME	
WITNESSES: Signature: 4 - C	WITNESSES: Signature:
Signature: UCC	Signature:
By: Damien FRAYSSE	By: Shazia KEILY
Date: 66/67/19	Date: 7/2/19
WITNESSES:	WITNESSES:
Signature:	Signature:
Signature: (LTL)	Signature:
By: De MANSEN Ronald KNEGTEL	By: Michael MORTIMORE
Date: 7/2/2019	Date: 06/02/19
WITNESSES:	WITNESSES:
Signature:	Signature: SM
Signature:	Signature: TWW

By: Kilont	By: <b>2 Y S</b> .
Kiri NORTH	Robert PULLIN
Date: 27 Leb 19	Date: 14" February 2019.
WITNESSES:	WITNESSES:
Signature:	Signature:
Signature:	Signature: D. Ch
By: Alistaic KUTHERFORD	By: Pierre-Henri STORCK
Date: 7/2/19	Date: 27 Feb 19
WITNESSES:	WITNESSES:
Signature:	Signature: KNoA
Signature: ##	Signature:
By: Heather Clare TWIN	
Date: 06/02/19	
WITNESSES:	
Signature:	
Signature: ###	