

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5450636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BAYER INTELLECTUAL PROPERTY GMBH	10/21/2015
RECEIVING PARTY DATA	
Name:	THE BRIGHAM & WOMEN'S HOSPITAL, INC.
Street Address:	75 FRANCIS STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02115
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	11592448
Application Number:	10279084
Application Number:	10782024
Application Number:	11585501
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<i>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.</i>	
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Email:	apsi@fr.com
Correspondent Name:	VASILY A. IGNATENKO
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ATTORNEY DOCKET NUMBER:	05311-0109XXX
NAME OF SUBMITTER:	CHRISTINE M. GRACE
SIGNATURE:	/Christine M. Grace/
DATE SIGNED:	04/01/2019
Total Attachments: 8	
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ASSIGNMENT

THIS ASSIGNMENT, effective as of December 12, 2013 (the "Effective Date"), is made and entered into by and between Bayer Intellectual Property GMBH ("COMPANY"), with offices at Alfred-Nobel-Strasse, 40789 Monheim, Germany, and The Brigham and Women's Hospital, Inc., a not-for-profit Massachusetts corporation, having a place of business at 75 Francis Street, Boston, MA 02115; and its successors and assigns (collectively hereinafter called "the Assignee").

WHEREAS, Bayer Pharma AG and The Brigham and Women's Hospital, Inc., entered into an Assignment with an effective date of December 12, 2013 ("Bayer Pharma AG Assignment"); and

WHEREAS, COMPANY and Assignee wish that this Assignment supersede the Bayer Pharma AG assignment.

NOW, THEREFORE, in consideration of the mutual promises and obligations of the parties, the parties agree as follows:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COMPANY hereby assigns to the ASSIGNEE, the entire right, title, and interest throughout the world in the inventions and improvements which are the subject of and described and/or claimed in (1) a provisional application for United States Patent, entitled "LIPOXIN A4 ANALOGS," filed on November 6, 2001, and assigned U.S. Serial Number 60/338,684; and (2) a provisional application for United States Patent, entitled "CRYSTALLINE POTASSIUM SALT OF LIPOXIN A4 ANALOGS," filed on December 4, 2006, and assigned U.S. Serial Number 60/872,830; this assignment including said applications, any and all United States and foreign patents, utility patents and models, continuations, continuations-in-part, divisionals, reexaminations, reissues, and design registrations granted for any of said inventions or improvements, such applications and patents including but not limited to regional and national phase patent applications listed in Exhibit A, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and this assignment also including, without limitation, any claims (known or unknown, suspected or unsuspected) of any nature that COMPANY have or may have against any party for infringement of any of the patents and patent applications listed herein, and the right to sue for past infringement and to recover and retain damages and profits in respect thereof; and

Assignee shall request its licensee to defend and indemnify and hold harmless COMPANY from and against any and all losses, liabilities, damages, costs and expenses (including without limitation,

reasonable attorneys' fees and costs of investigation and litigation) resulting or arising from any claim by a third party that any of the patents listed in Exhibit A infringe third party intellectual property.

COMPANY authorizes the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations, and like rights of exclusion and for inventors' certificates for said inventions and improvements; and

COMPANY will transfer to the Assignee or nominees all files pertaining to the filing of prosecution, and COMPANY agrees for ourselves and our respective heirs, legal representatives, and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, reissues, Preliminary Statements, and other lawful documents, make all rightful oaths and declarations, and in general perform or cause to be performed all lawful acts necessary or proper to aid the Assignee or nominees in obtaining, maintaining, and enforcing all lawful patent protection for the inventions and improvements in the United States and in foreign countries; except that Assignee shall request its licensee to reimburse COMPANY for its reasonable costs associated with COMPANY's participation in any litigation concerning the patents listed in Exhibit A; and

COMPANY and the Assignee hereby acknowledge that Bayer Pharma AG was inadvertently identified in the Bayer Pharma AG assignment as the Bayer entity to assign certain intellectual property rights in the above applications to the Assignee, and any and all U.S. and foreign patents, utility patents and models, continuations, continuations-in-part, divisionals, reexaminations, reissues, and design registrations granted for any of said inventions or improvements, by virtue of a name change and transfer of rights from Bayer Pharma AG to COMPANY executed April 1, 2012. By this Assignment, COMPANY and Assignee agree and confirm that all rights in the Applications described herein previously assigned by Bayer Pharma AG to Assignee by virtue of the Bayer Pharma AG assignment are hereby assigned to Assignee. Furthermore, Company and Assignee agree that this Assignment supersedes the Bayer Pharma AG assignment.

COMPANY shall transfer copies of any such patents and patent applications to Assignee in accordance with Article 12 of the First Amendment to the Exclusive License Agreement within ten (10) business days of execution of this Assignment to the following:

Grace Leung, PhD
Business Strategy and Licensing Manager
Partners HealthCare
Research Ventures & Licensing
101 Huntington Avenue, 4th floor
Boston, Massachusetts 02199

The patents listed in Exhibit A are assigned by COMPANY to Assignee "AS IS" AND WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND WITHOUT ANY REPRESENTATION OR WARRANTY OF NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

Bayer Intellectual Property GMBH

BY: F. Spaltmann

DATE: 21.10.2015

TITLE: (ppa.)
Dr. Frank Spaltmann
Patent Counsel

DATE: _____

Brigham and Women's Hospital, Inc.

BY: J. Robert

DATE: Nov. 6, 2015

TITLE: Assoc. Director

DATE: _____

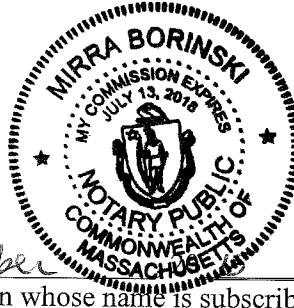
DATE: 11/6/2015 _____

IN WITNESS WHEREOF, I hereto set my hand and seal at 101 Huntington Ave, Boston 02198
this 6th day of November, 20 15

State of Massachusetts :

: SS.

County of Suffolk :



Before me this 6th day of November, personally appeared James Roberts known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that she/he executed the same as her/his free act and deed for the purposes therein contained.

Mirra Borinski
Notary Public

My Commission Expires: 7/13/2018

DATE: _____

IN WITNESS WHEREOF, I hereto set my hand and seal at _____,
this _____ day of _____, 20 _____

State of _____ :

: SS.

County of _____ :

Before me this _____ day of _____, 20 _____, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that she/he executed the same as her/his free act and deed for the purposes therein contained.

Notary Public

My Commission Expires: _____

Attorney Docket No.: _____

DATE: _____

IN WITNESS WHEREOF, I hereto set my hand and seal at _____,
this _____ day of _____, 20____

State of _____ :
County of _____ : ss.

Before me this _____ day of _____, 20_____, personally appeared _____ known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that she/he executed the same as her/his free act and deed for the purposes therein contained.

Notary Public

My Commission Expires:

Exhibit A

Country	Applica-tion Date	Application no.	Publica-tion Date	Publication no.	Issue Date	Patent no.	Application status	Entry national phase
AR	05.11.2002	P020104224					patent applied for	
AT	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
AU	05.11.2002	2002348167			03.09.2009	2002348167	patent granted	19.05.2004
BE	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
BG	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
BR	05.11.2002	PI0213940-5	15.03.2005	1784			patent applied for	06.05.2004
CA	05.11.2002	2466418			01.11.2011	2466418	patent granted	06.05.2004
CA	05.11.2002	2706661			12.03.2013	2706661	patent granted	
CA	05.11.2002	2706872			19.03.2013	2706872	patent granted	
CH	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
CL	05.11.2002	2540-2002	19.12.2003		17.05.2013	47.945	patent granted	
CN	05.11.2002	02826853.9					abandoned	06.07.2004
CN	30.05.2007	200710108145.3	17.10.2007		07.12.2011	200710108145.3	patent granted	
CZ	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
DE	05.11.2002	02784388.7			04.03.2009	60231435.6	patent granted	
DK	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
EP	05.11.2002	02784388.7	03.11.2004	1472209	04.03.2009	1472209	patent finally granted	05.05.2004
ES	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
FI	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
FR	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
GB	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
HK	28.03.2008	08103477.8	06.06.2008		21.09.2012	1109390	patent granted	24.05.2012
IE	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
IL	05.11.2002	161811	28.02.2011	02/2011	29.05.2011	161811	patent granted	06.05.2004
IN	05.11.2002	01143/DELNP/2004	16.03.2007		28.11.2008	225777	patent granted	28.04.2004
IN	30.10.2008	9107/DELNP/2008					patent applied for	
IT	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
JP	05.11.2002	2003-542128	31.03.2005	205-508380			abandoned	30.04.2004
JP	05.11.2002	2009-035743	09.07.2009	2009-149669	17.08.2012	5065315	patent granted	01.02.2009
JP	05.11.2002	2009-142783			14.05.2010	4510919	patent granted	15.06.2009
JP	01.06.2012	2012-125762	08.11.2012	2012-214479			patent applied for	
KR	05.11.2002	10-2004-7006775			07.05.2010	10-0958216	patent granted	04.05.2004
LU	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
MC	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
MX	05.11.2002	PA/A/2004/004300	30.09.2004		07.01.2008	253100	patent granted	06.05.2004
MX	19.09.2007	MX/a/2007/011525			25.11.2008	262458	patent granted	
MX	02.06.2009	MX/a/2007/000452			23.11.2009	272014	patent granted	
NL	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
NO	05.11.2002	2004 2336			19.07.2010	329004	patent granted	04.06.2004
NZ	05.11.2002	532672	28.04.2006	1522	10.08.2006	532672	patent granted	30.04.2004
PL	05.11.2002	P-371928			31.01.2011	207597	patent granted	28.12.2004
PT	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
RU	05.11.2002	2004117546			08.06.2009	2382026	patent granted	07.06.2004
SE	05.11.2002	02784388.7			04.03.2009	1472209	patent granted	
TR	05.11.2002	02784388.7			04.03.2009	1472209/TR200904317T4	patent granted	
TW	05.11.2002	091132580	01.08.2003	200302082	21.10.2010	I331992	patent granted	
US	06.11.2001	60/338684					lapsed	
US	22.10.2002	10/279,084	24.07.2003	US-2003-0139376-A1	14.12.2004	6,831,186	patent granted	
US	18.02.2004	10/782,024	19.08.2004	US-2004-0162433-A1	29.05.2007	7,223,798	patent granted	
US	23.10.2006	11/585,501	15.02.2007	US2007-0037864	19.04.2011	7928255	patent granted	
US	03.11.2006	11/592,448	10.05.2007	US-2007-0105949-A1	09.08.2011	7994346	patent granted	
WO	05.11.2002	PCT/US02/35318	15.05.2003	WO 03/040080 A2			lapsed	
ZA	05.11.2002	2004/4393	30.11.2005		30.11.2005	2004/4393	patent granted	03.06.2004

no patent applications filed in MY and SG

Exhibit A (cont'd)

Country	Applica-tion Date	Application no.	Publica-tion Date	Publication no.	Issue Date	Patent no.	Application status	Entry national phase
AR	04.12.2007	P 07 01 05403	11.03.2009	520			patent applied for	
AU	04.12.2007	2007327765	12.04.2012	2007327765			grant expected soon	30.04.2009
BR	04.12.2007	0719679-2					patent applied for	02.06.2009
CA	04.12.2007	2670791					patent applied for	27.05.2009
CL	03.12.2007	3468-2007	04.07.2008				patent applied for	
CN	04.12.2007	200780044857.1	07.10.2009	CN101553456A			patent expected soon	04.06.2009
EA	04.12.2007	200900732					decision of grant	25.06.2009
EP	04.12.2007	07847057.2	19.08.2009	2089350			patent applied for	
HK	04.12.2007	10102732.7	18.06.2010	1135961			patent applied for	16.03.2010
IL	04.12.2007	198434	24.09.2012		25.12.2012	198434	patent granted	28.04.2009
IN	04.12.2007	2865/DELNP/2009	19.06.2009	NN			patent applied for	30.04.2009
JP	04.12.2007	2009-539669	15.04.2010	2010-511649			patent applied for	03.06.2009
KR	04.12.2007	10-2009-7011427					patent applied for	03.06.2009
MX	04.12.2007	2009/005911	03.09.2009	72613	05.10.2011	290736	patent granted	04.06.2009
MY	04.12.2007	PI 20092224			15.02.2013	MY-147951-A	patent granted	29.05.2009
NO	04.12.2007	20092528					patent applied for	03.07.2009
NZ	04.12.2007	577338			07.06.2011	577338	patent granted	29.05.2009
SG	04.12.2007	200903166-7			15.03.2011	152489	patent granted	
TW	04.12.2007	096146154	01.10.2008	200838847			patent applied for	
US	04.12.2006	60/872,830					lapsed	
US	03.12.2007	11/999,000	31.07.2008	US-2008-0182901 A1	15.03.2011	7906678	patent granted	
US	07.02.2011	13/022139	26.05.2011	US-2011-0124910-A1	01.11.2011	8049035	patent granted	
WO	04.12.2007	PCT/EP2007/010785	12.06.2008	WO 2008/068041			lapsed	
ZA	04.12.2007	2009-04689			26.10.2011	2009-04689	patent granted	03.07.2009

EA includes RU

Urkundenrolle-Nr. R 430 / 2015

Ich habe das Mitwirkungsverbot nach § 3 Abs. 1 Nr. 7 BeurkG erläutert. Meine Frage, ob eine Vorbefassung im Sinne der Vorschrift vorliege, wurde verneint.

Die vor mir geleistete Unterschrift

des Herrn Frank **S p a l t m a n n**,

geboren am 7. Juli 1967,

- vor Person bekannt -

geschäftsanässig in 13353 Berlin, Müllerstraße 178,

beglaubige ich.

Zugleich bescheinige ich aufgrund heutiger Einsicht in das elektronische Handelsregister des Amtsgerichts Düsseldorf zur Geschäftsnummer HR B 67604, dass die Firma Bayer Intellectual Property GmbH mit Sitz in Monheim unter vorgenannter Geschäftsnummer im Handelsregister eingetragen ist und dass der vorgenannte Herr Dr. Spaltmann als Prokurist mit Einzelprokura zur Vertretung der Bayer Intellectual Property GmbH, Monheim, berechtigt ist.

Berlin, 21. Oktober 2015

Notar

**Kostenberechnung
(§ 19 GNotKG)**

25100 Beglaubigung einer Unterschrift §§ 121, 98 Abs. 1	GW: 12.000,00 €	20,00 €
25200 Erteilung einer Bescheinigung nach § 21 Abs. 1 BNotO (1 Registerbl. Festgeb.)		15,00 €
26002 (1) Auswärtstätigkeit (4 Halbstunde (n) zu je 50,00 € : 13 Dokumente)		15,38 €
32001 Dokumentenpauschale (s/w)		1,50 €
32005 Post- und Telekommunikationspauschale		<u>1,45 €</u>
Zwischensumme netto		53,33 €
32014 Umsatzsteuer 19 %		<u>10,13 €</u>
Summe		63,46 €

Berlin, 21. Oktober 2015

Notar

PATENT