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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5475900

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NOVARTIS AG	03/02/2015

RECEIVING PARTY DATA

Name:	ARRAY BIOPHARMA INC.
Street Address:	3200 WALNUT ST.
City:	BOULDER
State/Country:	COLORADO
Postal Code:	80301

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15818264

CORRESPONDENCE DATA

Fax Number: (877)769-7945

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: (617) 542-5070 Email: apsi@fr.com

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Address Line 1: FISH & RICHARDSON P.C.

Address Line 2: P.O.BOX 1022

Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	41357-0007008
NAME OF SUBMITTER:	JILL A. WRIGHT
SIGNATURE:	/Jill A. Wright/
DATE SIGNED:	04/16/2019

Total Attachments: 8

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> **PATENT** REEL: 048892 FRAME: 0465

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NERVIANO PATENT ASSIGNMENT AGREEMENT

This NERVIANO PATENT ASSIGNMENT AGREEMENT, dated March 18, 2015, and effective as of March 2, 2015, is made by and between Novartis AG, a Swiss corporation ("Assignor"), and Array BioPharma Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein will have the meanings given to them in the Asset Transfer Agreement, dated January 19, 2015 (the "Agreement"), by and between Assignor and Assignee.

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the patents and/or patent applications set forth on <u>Schedule A</u> attached hereto (the "**Transferred Patents**") and has the unrestricted right to sell, assign and transfer such patents and/or patent applications; and

WHEREAS, pursuant to the terms of the Agreement, Assignor has agreed, among other things, to transfer to Assignee said patents and/or patent applications.

NOW THEREFORE, for good and valuable consideration of the payment of the amounts set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignor hereby conveys, sells, assigns, and transfers to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in, to and under the Transferred Patents, including all issuances, divisions, continuations, substitutions, continuations-in-part, re-examinations, re-issues, additions, renewals, and extensions and all rights of any kind accruing under any of the foregoing provided by Applicable Laws, by international treaties and conventions and otherwise throughout the world, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto (all of the foregoing herein collectively referred to as the "Patent Rights").

Section 2. Assignor hereby authorizes the Commissioners for Patents and Trademarks of the U.S. Patent and Trademark Office and other empowered officials of relevant intellectual property offices and other governmental or regulatory authorities in each jurisdiction other than the United States, to record the transfer to Assignee of all of Assignor's rights, title and interests in, to and under the Patent Rights, and to issue all future registrations and other rights relating to such Patent Rights to Assignee.

Section 3. Assignor hereby covenants that, from time to time after the delivery of this instrument, at Assignee's request and without further consideration, Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances

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as reasonably may be required more effectively to convey and transfer to Assignee, and put Assignee in possession of, any of the Patent Rights.

Section 4. In the event of any conflict between this Patent Assignment Agreement and the Agreement, the provisions in the Agreement shall control. Nothing herein is intended to alter, modify, expand or diminish the terms set forth in the Agreement.

<u>Section 5.</u> This Patent Assignment Agreement is executed by, and will be binding upon, Assignee and Assignor and their respective successors and assigns for the uses and purposes set forth herein, effective immediately upon the Effective Date.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment Agreement to be signed by their respective representatives thereunto duly authorized, all as of the date first written above.

ARRAY BIOPHARMA, INC.
By: All Mar
7 3 7 3
Name: John Morris Cormel
- O green and
NOVARTIS AG
By:
Name:
Title:
By:
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment Agreement to be signed by their respective representatives thereunto duly authorized, all as of the date first written above.

ARRAY BIOPHARMA INC.

Ву:
Name:
Title:
NOVÁRTISAG LA A A A A A A A A A A A A A A A A A A
By: <u>V^^ (/ * U/V) </u>
Name: Felix R. Ehrat
Title: Group General Counsel
By:
Name: Harry Kinsch
Title: Chief Financial Officer

Signature Page to Nerviano Patent Assignment Agreement

SCHEDULE A

atents

EE	EC	EA	DZ	DO	DK	DE	CZ	CY	CU	CR	СО	CN	CN	CL	СН	CA	BZ	BS	BR	во	ВG	BE	ВВ	BA	AU	AT	AR	AL	ΑE	ÇE)
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