

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5502041

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JANSSEN BIOTECH, INC.	12/21/2018
RECEIVING PARTY DATA	
Name:	EUSA PHARM (UK) LIMITED
Street Address:	BREAKSPEAR PARK, BREAKSPEAR WAY
Internal Address:	HEMEL HEMPSTEAD
City:	HERTFORDSHIRE
State/Country:	GREAT BRITAIN
Postal Code:	HP2 4TZ
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7291721
Patent Number:	7612182
Patent Number:	7955597
Patent Number:	7833786
CORRESPONDENCE DATA	
Fax Number:	(512)322-2501
<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>	
Phone:	5123222508
Email:	juli.tran@bakerbotts.com
Correspondent Name:	BAKER BOTTS L.L.P.
Address Line 1:	98 SAN JACINTO BLVD
Address Line 2:	SUITE 1500
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	087478.0102
NAME OF SUBMITTER:	JULI TRAN
SIGNATURE:	/Juli Tran/
DATE SIGNED:	05/01/2019
Total Attachments: 10	

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “Assignment”) is dated as of December 21, 2018 (“Effective Date”), and is made from Janssen Biotech, Inc., a Pennsylvania corporation (“Assignor”), on the one hand, to EUSA Pharma (UK) Limited, a company organized under the laws of England (“Assignee”), on the other hand. Assignor and Assignee may be individually referred to in this Assignment as a “Party” or collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, Assignor is the owner of those certain patent registrations and applications set forth in the attached Schedule A (the “Patents”); and

WHEREAS, pursuant to the Asset Purchase Agreement dated July 11, 2018, between Janssen Sciences Ireland UC (“Seller”), an Affiliate of Assignor, and Assignee (the “Purchase Agreement”), Assignee has agreed to acquire, and Seller has agreed to sell, convey, assign and transfer to Assignee, all of Seller’s and Assignor’s, rights, title and interests in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Assignment of Rights. Effective upon the Effective Date, Assignor hereby sells, conveys, assigns and transfers to Assignee all of its rights, title and interests in, to and under, in any and all countries and patent examining and granting jurisdictions, (a) the Patents, (b) the right to claim priority in the United States and before any international conventions and in any other foreign jurisdictions to the Patents, and any patent applications filed in the future claiming priority thereto, including all provisional applications, non-provisional applications, international (PCT) applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions, additions, modifications, substitutions and foreign counterparts with respect to the Patents, (c) all applications and registrations for the Patents and (d) any and all rights, benefits, privileges and proceeds under the Patents throughout the world, including, without limitation, (i) any claim by Assignor against third parties for past, present or future infringement or other violation of the Patents including, without limitation, the right to claim and retain damages in respect of the aforesaid, (ii) royalties, damages and payments due or payable (including damages and payments for past, current or future infringements or other violations), the right to sue and bring claims or causes of action for infringement or other violations, and any and all equivalent rights that, now or hereafter, may be secured throughout the world, and (iii) the exclusive right to grant licenses or other interests therein.

2. Recordation. Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Patents, including payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities. Assignor agrees that Assignee shall have the rights to register and record its rights in the Patents and any other rights described in Section 1, in its name, in the United States Patent and Trademark Office or in any foreign equivalent thereof.

3. Attorney. Assignor hereby appoints Assignee as Assignor's true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Patents that may have accrued in Assignor's favor from the respective date of first creation of any of the Patents to the date of this Assignment.

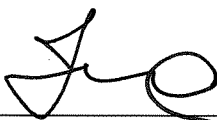
4. No Alteration. Assignor and Assignee hereby acknowledge and agree that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

5. Miscellaneous. This Assignment is executed and delivered pursuant to, is in accordance with and subject to the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control. This Assignment may be executed in one or more counterparts, each of which shall be an original, and together constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment, following its execution, may be delivered via .pdf or other form of electronic delivery, which shall constitute delivery of an execution original for all purposes. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws principles or rules, to the extent such principles or rules are not mandatorily applicable by statute and would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, the undersigned have executed, made and entered into this Assignment under seal as of the date first set forth above.

JANSSEN BIOTECH, INC.

By: 
Name: Flavia Pease
Title: Treasurer

[Signature Page to Patent Assignment Agreement]

PATENT
REEL: 049050 FRAME: 0417

IN WITNESS WHEREOF, the undersigned have executed, made and entered into this Assignment under seal as of the date first set forth above.

EUSA PHARMA (UK) LIMITED

By: Colm Kelly
Name: LEE MORLEY
Title: CEO

[Signature Page to Patent Assignment Agreement]

Schedule A
Patents

Internal Reference	Country	Protection Type	Filing Number	Filing Date	Publication Number	Publication Date	Grant Date	Grant Number	Status	Expires
CEN0270ARNP	ARGENTINA	NP	P020104379	14/NOV/2002	AR03/384	10/NOV/2004	21/MAR/2011	03/384	GRANTED	14/NOV/2020
CEN0270ATEPT	AUSTRIA	EPT	02784436.4	26/OCT/2002	1562968	17/AUG/2005	21/AUG/2013	1562968	GRANTED	26/OCT/2022
CEN0270ATETD	AUSTRIA	ETD	10179049.1	26/OCT/2002	2308888	13/APR/2011	01/MAR/2017	2308888	GRANTED	26/OCT/2022
CEN0270ATSPC	AUSTRIA	SPC	SZ51/2014	02/SEP/2014			10/FEB/2016	SZ51/2014	GRANTED	26/OCT/2027
CEN0270AUPCT	AUSTRIA	PCT	2002346369	26/OCT/2002	2002346369	27/AUG/2009	10/DEC/2009	2002346369	GRANTED	26/OCT/2022
CEN0270AUEXT	AUSTRIA	EXT	2002346369	03/FEB/2016			10/DEC/2009	2002346369	GRANTED	26/OCT/2027
CEN0270BEPT	BELGIUM	EPT	02784436.4	26/OCT/2002	1562968	17/AUG/2005	21/AUG/2013	1562968	GRANTED	26/OCT/2022
CEN0270BEETD	BELGIUM	ETD	10179049.1	26/OCT/2002	2308888	13/APR/2011	01/MAR/2017	2308888	GRANTED	26/OCT/2022
CEN0270BESPC	BELGIUM	SPC	2014C/052	04/SEP/2014					FILING	26/OCT/2027
CEN0270BGSPC	BULGARIA	SPC	14/035	02/SEP/2014					FILING	26/OCT/2027
CEN0270BGEPT	BULGARIA	EPT	02784436.4	26/OCT/2002	1562968	17/AUG/2005	21/AUG/2013	1562968	GRANTED	26/OCT/2022
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CEN0270BRPCD1	BRAZIL	PCD	122015028465	26/OCT/2002	122015028465	15/DEC/2015			PENDING	26/OCT/2022
CEN0270BRPCT	BRAZIL	PCT	PI0214168-0	26/OCT/2002	PI0214168-0	14/SEP/2004			PENDING	26/OCT/2022
CEN0270CAPCT	CANADA	PCT	2467719	26/OCT/2002	2467719	13/MAY/2003	17/MAR/2015	2467719	GRANTED	26/OCT/2022
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CEN0270CHETD	SWITZERLA	ETD	10179049.1	26/OCT/2002	2308888	13/APR/2011	01/MAR/2017	2308888	GRANTED	26/OCT/2022
CEN0270CHSPC	SWITZERLA	SPC	C1562968/01	09/FEB/2015			31/MAY/2017	1562968	GRANTED	26/OCT/2027
CEN0270CLNP	CHILE	NP	200202610	14/NOV/2002			12/FEB/2010	46418	GRANTED	08/APR/2025
CEN0270CNPCT	CHINA	PCT	02829803.9	26/OCT/2002	1694894	09/NOV/2005	12/MAR/2008	02829803.9	GRANTED	26/OCT/2022
CEN0270COPCT	COLOMBIA	PCT	04055709	26/OCT/2002	04055709	30/SEP/2004	13/APR/2010	521	GRANTED	26/OCT/2022
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CEN0270CZEPT	CZECH REPUBLIC	EPT	02784436.4	26/OCT/2002	1562968	17/AUG/2005	21/AUG/2013	1562968	GRANTED	26/OCT/2022
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CEN0270DEEPT	GERMANY	EPT	02784436.4	26/OCT/2002	1562968	17/AUG/2005	21/AUG/2013	60245417.4	GRANTED	26/OCT/2027
CEN0270DESPC	GERMANY	SPC	122014000084 .0	05/SEP/2014					FILING	26/OCT/2027
CEN0270DEETD	GERMANY	ETD	10179049.1	26/OCT/2002	2308888	13/APR/2011	01/MAR/2017	2308888	GRANTED	26/OCT/2022
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CEN0270DKIPT	DENMARK	EPT	02784436.4	26/OCT/2002	1562968	17/AUG/2005	21/AUG/2013	1562968	GRANTED	26/OCT/2022
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CEN0270EPEPT	EUROPEAN PROCEDURE E (EPO Procedure)									
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CEN0270ESSPC	SPAIN	SPC	C201430058	01/SEP/2014			29/JUN/2015	C201430058	GRANTED	26/OCT/2027
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CEN0270ESETD	SPAIN	ETD	10179049.1	26/OCT/2002	2308888	13/APR/2011	01/MAR/2017	2308888	GRANTED	26/OCT/2022
CEN0270FISPC	FINLAND	SPC	C20140046	04/SEP/2014					FILING	26/OCT/2027
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CEN0270FIEPT	FINLAND	EPT	02784436.4	26/OCT/2002	1562968	17/AUG/2005	21/AUG/2013	1562968	GRANTED	26/OCT/2022
CEN0270FRSPC	FRANCE	SPC	14C0064	05/SEP/2014	14C0064	17/OCT/2014			Publication	26/OCT/2027
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CEN0270GBSPC	UNITED KINGDOM (Great Britain)	SPC								
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PATENT

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CEN0270KRPCD1	KOREA (SOUTH)	PCD	10-2010-7024321	26/OCT/2002	1020100120246	12/NOV/2010			ABANDONED	
CEN0270KRPCD1	KOREA (SOUTH)	PCT	10-2004-7007417	26/OCT/2002	1020060092299	23/AUG/2006	07/OCT/2011	1010734710000	GRANTED	26/OCT/2022
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CEN0270LUUPT	LUXEMBOU RG	ETD	10179049.1	26/OCT/2002	2308888	13/APR/2011	01/MAR/2017	2308888	GRANTED	26/OCT/2022
CEN0270LUSPC	LUXEMBOU RG	SPC	92543	05/SEP/2014			05/NOV/2014	92543	GRANTED	26/OCT/2027
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CEN0270PTSPC	PORTUGAL	SPC	642	05/SEP/2014			20/AUG/2015	642	GRANTED	26/OCT/2027
CEN0270RUPCT	RUSSIAN FEDERATIO N	PCT	2004114882	26/OCT/2002			10/MAR/2008	2318829	GRANTED	26/OCT/2022
CEN0270SESPC	SWEDEN	SPC	1490052-6	04/SEP/2014			09/MAR/2015	1490052-6	GRANTED	26/OCT/2027
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CEN0270SEPT	SWEDEN	EPT	02784436.4	26/OCT/2002	1562968	17/AUG/2005	21/AUG/2013	1562968	GRANTED	26/OCT/2022
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CEN0270SKSPC	SLOVAKIA	SPC	PDO5022-2014	02/SEP/2014					FILING	26/OCT/2022
CEN0270THNP	THAILAND	NP	078012	13/NOV/2002	85384	05/JUL/2007			Publication	13/NOV/2022
CEN0270TRETID	TURKEY	ETD	2017/08009	26/OCT/2002	2308888	13/APR/2011	01/MAR/2017	2017/08009	GRANTED	26/OCT/2022
CEN0270TREPPT	TURKEY	EPT	2013/11160	26/OCT/2002	1562968	17/AUG/2005	21/AUG/2013	2013/11160	GRANTED	26/OCT/2022
CEN0270TWN	TAIWAN	NP	091133208	13/NOV/2002	200301134	1/AUG/2003	21/AUG/2010	1329019	GRANTED	13/NOV/2022
CEN0270TWEXT	TAIWAN	EXT	091133208	13/NOV/2002		21/AUG/2010	11/DEC/2017	1329019	GRANTED	12/JAN/2026
CEN0270UAPCT	UKRAINE	PCT	20040604636	26/OCT/2002			25/MAR/2009	85995	GRANTED	26/OCT/2022
CEN0270USDIV1	UNITED STATES OF AMERICA	DIV	11/832323	01/AUG/2007	US-2007-0292420-A1	20/DEC/2007	03/NOV/2009	7612182	GRANTED	26/OCT/2022
CEN0270USDIV2	UNITED STATES OF AMERICA	DIV	12/507962	23/JUL/2009	US-2009-0291084-A1	26/NOV/2009	07/JUN/2011	7955597	GRANTED	26/OCT/2022
CEN0270USCNT2	UNITED STATES OF AMERICA	CNT	13/332973	21/DEC/2011	US-2012-0096569-A1	19/APR/2012			ABANDONED	
CEN0270USA	UNITED STATES OF AMERICA	PSP	60/332743	14/NOV/2001					ABANDONED	14/NOV/2002
CEN0270USCNT1	UNITED STATES OF AMERICA	CNT	11/927925	30/OCT/2007	US-2008-0312172-A1	18/DEC/2008	16/NOV/2010	7833786	GRANTED	07/JUN/2023
CEN0270USDIV3	UNITED STATES OF AMERICA	DIV	13/105152	11/MAY/2011	US-2011-0218329-A1	08/SEP/2011			ABANDONED	
CEN0322USA	UNITED STATES OF AMERICA	NP	10/280716	26/OCT/2002	2006-0188502-A1	24/AUG/2006	06/NOV/2007	7291721	GRANTED	22/FEB/2024
CEN0270USDIV4	UNITED STATES OF AMERICA	DIV	14/167384	29/JAN/2014	US2014-0141013A1	22/MAY/2014			ABANDONED	
CEN0270VENP	VENEZUELA	NP	2002-002238	15/NOV/2002	2002002238	26/SEP/2005			ABANDONED	

CEN0270PCT	INTERNATI ONAL PROCEDUR E	PCT	PCT/US2002/3 6213	26/OCT/2002	WO2004/ 039826A1	13/MAY/2004			EXPIRED	26/OCT/2022
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PATENT