

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5560037

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GLAXO GROUP LIMITED	08/23/2018
GLAXOSMITHKLINE INTELLECTUAL PROPERTY DEVELOPMENT LIMITED	08/23/2018
RECEIVING PARTY DATA	
Name:	DERMAVANT SCIENCES GMBH
Street Address:	VIADUKTSTRASSE 8
City:	BASEL
State/Country:	SWITZERLAND
Postal Code:	4051
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16255121
CORRESPONDENCE DATA	
Fax Number:	(412)454-5060
<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:	4124545000
Email:	docketingpgh@pepperlaw.com
Correspondent Name:	PEPPER HAMILTON LLP
Address Line 1:	UNION TRUST BUILDING
Address Line 2:	501 GRANT STREET, SUITE 300
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219-4429
ATTORNEY DOCKET NUMBER:	143989.03531
NAME OF SUBMITTER:	PAULA J. WATSON
SIGNATURE:	/Paula J. Watson/
DATE SIGNED:	06/06/2019
Total Attachments: 13	
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RESTATED PATENT ASSIGNMENT AGREEMENT

This Restated Patent Assignment Agreement (this "*Assignment of Patents*") is entered this 23 day of August, 2018, by and among Glaxo Group Limited, a company incorporated under the laws of England and Wales ("*GGL*"), GlaxoSmithKline Intellectual Property Development Limited, a company incorporated under the laws of England and Wales ("*GIPD*," and together with GGL, "*Assignors*"), and Dermavant Sciences GmbH, a company incorporated under the laws of Switzerland ("*Assignee*") (each, a "*Party*" and collectively, the "*Parties*").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of July 10, 2018 (the "*Purchase Agreement*"), pursuant to which Assignee has agreed to purchase and acquire certain assets of Assignors, and Assignors have agreed to cause the same to be sold, conveyed, assigned, transferred and delivered to Assignee;

WHEREAS, Assignors own all right, title and interest in and to the Patents (as defined in the Purchase Agreement) listed on **Schedule A** attached hereto;

WHEREAS, pursuant to the Purchase Agreement, Assignors desire to sell, convey, assign, transfer and deliver to Assignee all of its right, title and interest in and to the Transferred Intellectual Property (as defined below), including the Patents listed on **Schedule A** attached hereto, and Assignee desires to purchase, take delivery of, acquire and assume from Assignors the same; and

WHEREAS, the Parties executed a Patent Assignment Agreement on August 20, 2018, wherein GIPD was incorrectly identified as GlaxoSmithKline Intellectual Property Development Ltd., rather than GIPD, and the Parties wish to enter into this Restated Patent Assignment Agreement to clarify and confirm that GIPD (also referred to as GlaxoSmithKline Intellectual Property Development Ltd.) is a Party to this Agreement.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Conveyance and Acceptance of the Transferred Intellectual Property. (a) Assignors do hereby sell, convey, deliver, transfer and assign to Assignee all of their right, title and interest in and to (i) all Patents, which means all patents and pending patent applications, including any and all provisional applications, substitutions, continuations, continuations-in-part, renewals, supplementary protection certificates, registrations, extensions, reissues, reexaminations or divisionals listed on **Schedule A** attached hereto, (ii) all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority from either of these, including divisionals, continuations, continuations-in-part, substitutions, provisionals, converted provisionals, and continued prosecution applications, (iii) any and all patents that have issued or in the future issue from the foregoing patents and patent applications described in clauses (i) and (ii), including utility models, petty patents and design patents and certificates of invention and (iv) any and all extensions or restorations by existing or future extension or restoration mechanisms, including

revalidations, reissues, re-examinations, supplemental examinations, inter partes reviews, post-grant reviews, oppositions and other existing or future post-issuance proceedings, and extensions (including future pending or issued unexpired patent term extension or supplemental protection certificate or equivalent extension right) of the foregoing patents or patent applications described in clauses (i), (ii) and (iii); (v) any and all letters patent in the United States and all foreign countries which may be granted therefore and thereon; and (vi) all rights under the International Convention for the Protection of Industrial Property (collectively, the "*Transferred Patents*"), in each case (i)-(vi), the same to be held and enjoyed by Assignee for its own use and benefit to the full end of the term for the Transferred Patents that may be granted or extended, as fully and entirely as the same would have been held and enjoyed by Assignors had this assignment not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Transferred Patents, including the right to any damages accrued for infringement of the Transferred Patents prior to the date of this Assignment of Patents, the right to any extension, supplemental protection certificate or equivalent extension right (including the right to rely upon any activities of Assignors before any regulatory authority for purposes of obtaining any extension, supplemental protection certificate or equivalent extension right), and all goodwill associated with such Transferred Patents (all of the foregoing, including the Transferred Patents, the "*Transferred Intellectual Property*"); and (b) Assignee accepts such assignment.

2. Recordation. Assignors hereby consent to and authorize the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Assignment of Patents and to issue any and all Patents or certificates of invention which may be granted upon any of the Transferred Intellectual Property in the name of Assignee, as the assignee to the entire interest therein. Assignee shall have the right to file patent applications included in the Transferred Intellectual Property in any country.

3. Further Acts. Assignors will assist Assignee (at Assignee's sole cost and expense) in connection with any such recording, shall provide all reasonable coordination, assistance, and cooperation in the preparation, filing, prosecution and maintenance of the Transferred Intellectual Property (as well as any subsequent patent applications prepared by Assignee that claim Transferred Know-How (as defined in the Purchase Agreement)), and shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things necessary or useful for the procurement, maintenance, extension, enforcement and defense of any Transferred Intellectual Property (as well as any subsequent patent applications prepared by Assignee that claim Transferred Know-How (as defined in the Purchase Agreement)), or for any proceeding, including interference and opposition proceedings, in connection with any Transferred Intellectual Property (as well as any subsequent patent applications prepared by Assignee that claim Transferred Know-How (as defined in the Purchase Agreement)) in any country, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment of Patents. Assignors shall promptly forward to Assignee any correspondence or other communication from any patent office or any counsel employed by Assignors in connection with any of the Transferred Intellectual Property.

4. Miscellaneous.

a. Purchase Agreement Controls. Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Buyer or Seller Parties set forth in the Purchase Agreement. This Agreement is subject to and governed entirely in accordance with the terms and conditions of the Purchase Agreement. Nothing contained herein is intended to modify or supersede any of the provisions of the Purchase Agreement.


b. Incorporation by Reference. Article 13 (General Provisions) of the Purchase Agreement is hereby incorporated by reference into this Agreement, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF Assignors and Assignee have executed this Assignment of Patents as of the date first written above.

ASSIGNORS:


**GLAXO GROUP LIMITED and
GLAXOSMITHKLINE INTELLECTUAL
PROPERTY DEVELOPMENT LIMITED**

By: 
Name: John M. Strickland
Title: Authorized Attorney

Acknowledged and Accepted by:

ASSIGNEE:

DERMAVANT SCIENCES GMBH

By: 
Name: SASCHA BUCHER
Title: VP, Head of Global Transactions

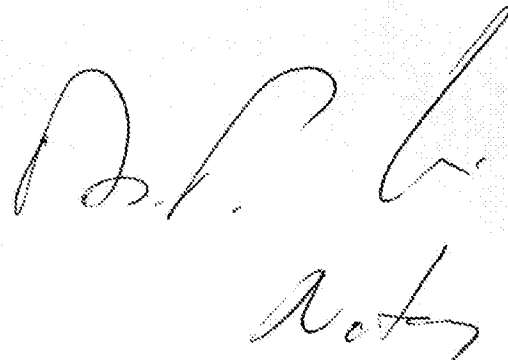
[Signature Page to Assignment of Patents]

LEGALIZATION

I, the undersigned Dr. Roland M. Müller, Civil Law Notary in Basel (Switzerland), herewith certify the authenticity of the foregoing signature of Mr. Sascha Bucher, citizen of Flühli LU, Switzerland, residing in Basel, Switzerland, acting for Dermavant Sciences GmbH, in Basel, Switzerland, as chairperson of the managing directors, with single signature.

The authenticity of the signature was established by means of comparison.

IN WITNESS THEREOF I have put my hand and seal thereunto in Basel (Switzerland) on this 29th (twenty-ninth) day of August, 2018 (two thousand and eighteen).



Dr. R. M. Müller
Notary

Leg. Prot. 1050 /2018

APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Country / Land **Swiss Confederation, Canton of Basel-City / Schweizerische Eidgenossenschaft, Kanton Basel-Stadt**

This public document / Diese öffentliche Urkunde

2. was been signed by / ist unterschrieben von **Dr. iur. Roland M. Müller**

3. acting in the capacity of / in seiner Eigenschaft als **Notary Public**

4. bears the stamp/seal of / Sie ist versehen mit dem Stempel/Siegel des/der **Müller Roland M.**

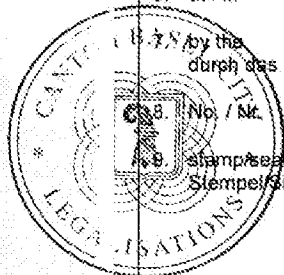
Certified / Bestätigt

5. at / in **Basel** 6. the / am **29.08.2018**

by the / durch das **Legalisation Office of the Canton of Basel-City / Beglaubigungsbüro des Kantons Basel-Stadt**

No. / Mt. **135928** tax / Taxe **CHF 20.00**

stamp/seal / Stempel/Siegel 10. Signature / Unterschrift **J. Lack**



J. Lack

PATENT

SCHEDULE A

Patents

Case No	Country	Status	Application Date	Application Number	Patent Number	Grant Date	Publication Number
PB66467	United States	Filed	11/10/2017	62/584192			
PU65197	Australia	Granted	1/17/2002	2002226225	2002226225	7/3/2008	2002226225
PU65197	Belgium	Granted	1/17/2002	02716007.6	EP1368306	1/16/2013	EP1368306
PU65197	Canada	Granted	1/17/2002	2433417	2433417	10/19/2010	
PU65197	European Patent Convention	Granted	1/17/2002	02716007.6	EP1368306	1/16/2013	EP1368306
PU65197	France	Granted	1/17/2002	02716007.6	EP1368306	1/16/2013	EP1368306
PU65197	Germany	Granted	1/17/2002	02716007.6	60244415.2	1/16/2013	EP1368306
PU65197	Italy	Granted	1/17/2002	502013902136812	EP1368306	1/16/2013	EP1368306
PU65197	Japan	Granted	1/17/2002	2002-557901	4230770	12/12/2008	
PU65197	Korea South	Granted	1/17/2002	10-2002-7012338	10-0836207	6/2/2008	
PU65197	Patent Cooperation	inactive	1/17/2002	PCT/CA2002/000059			WO2002/057219

Case No	Country	Status	Application Date	Application Number	Patent Number	Grant Date	Publication Number
	Treaty						
PU65197	Spain	Granted	1/17/2002	02716007.6	EP1368306	1/16/2013	EP1368306
PU65197	United Kingdom	Granted	1/17/2002	02716007.6	EP1368306	1/16/2013	EP1368306
PU65197	United States	Inactive	1/17/2002	10/466879			US20040102517
PU65197	United States	Granted	2/11/2009	12/369595	8487009	7/16/2013	US20090149546
PU65198	Australia	Granted	12/6/2000	2001021330	780700	7/28/2005	
PU65198	Canada	Granted	12/6/2000	2393297	2393297	10/5/2010	
PU65198	European Patent Convention	Granted	12/6/2000	00984681.7	EP1248774	10/7/2009	EP1248774
PU65198	France	Granted	12/6/2000	00984681.7	EP1248774	10/7/2009	EP1248774
PU65198	Germany	Granted	12/6/2000	00984681.7	60043120.7	10/7/2009	EP1248774
PU65198	Italy	Granted	12/6/2000	502009901797105	EP1248774	10/7/2009	EP1248774
PU65198	Japan	Granted	12/6/2000	2001-543531	4880847	12/9/2011	2003-516400

Case No	Country	Status	Application Date	Application Number	Patent Number	Grant Date	Publication Number
PU65198	Korea South	Granted	12/6/2000	10-2002-7007240	10-0805907	2/14/2008	
PU65198	Patent Cooperation Treaty	Inactive	12/6/2000	PCT/CA2000/001433			WO2001/042231
PU65198	Spain	Granted	12/6/2000	00984681.7	EP1248774	10/7/2009	EP1248774
PU65198	United Kingdom	Granted	12/6/2000	00984681.7	EP1248774	10/7/2009	EP1248774
PU65198	United States	Granted	12/3/2007	11/949529	7868047	1/11/2011	US20080139666
PU65199	Patent Cooperation Treaty	Inactive	9/30/2003	PCT/CA2003/001497			WO2004/031117
PU65199	United States	Granted	7/15/2004	10/893863	7321050	1/22/2008	US20050059733
PU65757	United States	Inactive	8/25/2014	62/041433			
PU65757	United States	Inactive	9/12/2014	62/049632			
PU65757	United States	Filed	8/25/2015	14/834515			
PU65758	United States	Inactive	9/12/2014	62/049630			

Case No	Country	Status	Application Date	Application Number	Patent Number	Grant Date	Publication Number
PU65758	United States	Filed	8/25/2015	14/834966			
PU65758	United States	Inactive	8/25/2014	62/041429			
PU65758	United States	Inactive	5/15/2015	62/162099			
PU65821	Argentina	Filed	12/11/2015	20150104041			AR102973A1
PU65821	Australia	Filed	12/9/2015	2015358910			
PU65821	Canada	Filed	12/9/2015	2970739			
PU65821	European Patent Convention	Filed	12/9/2015	15816887.2			EP3229840
PU65821	Japan	Filed	12/9/2015	2017-531367			
PU65821	Korea South	Filed	12/9/2015	10-2017-7018865			
PU65821	Patent Cooperation Treaty	Inactive	12/9/2015	PCT/IB2015/053490			WO2016/092493
PU65821	Taiwan	Filed	12/10/2015	104141446			
PU65821	United States	Inactive	12/12/2014	62/090908			

Case No	Country	Status	Application Date	Application Number	Patent Number	Grant Date	Publication Number
PU65821	United States	Filed	12/9/2015	15/529671			US20170360719
PU65908	Algeria	Filed	5/19/2016	170696			
PU65908	Argentina	Filed	5/19/2016	20160101458			AR104699A1
PU65908	Australia	Filed	5/19/2016	2016263161			
PU65908	Brazil	Filed	5/19/2016	BR1120170249340			
PU65908	Canada	Filed	5/19/2016	2986251			
PU65908	Chile	Filed	5/19/2016	2017-2939			
PU65908	China P.R.	Filed	5/19/2016	201680029480.1			CN107666902
PU65908	Colombia	Filed	5/19/2016	NC2017/0011795			
PU65908	Costa Rica	Filed	5/19/2016	2017-000528			
PU65908	Dominican Republic	Filed	5/19/2016	P2017-0220			
PU65908	Egypt	Filed	5/19/2016	1875/2017			

Case No	Country	Status	Application Date	Application Number	Patent Number	Grant Date	Publication Number
PU65908	Eurasian Patent Convention	Filed	5/19/2016	201792559			
PU65908	European Patent Convention	Filed	5/19/2016	16725243.6			EP3297605
PU65908	Gulf Cooperation Council	Filed	5/19/2016	31346			
PU65908	India	Filed	5/19/2016	201717038464			
PU65908	Indonesia	Filed	5/19/2016	P00201708240			
PU65908	Israel	Filed	5/19/2016	255203			
PU65908	Japan	Filed	5/19/2016	2017-560566			
PU65908	Jordan	Filed	5/19/2016	97/2016			
PU65908	Korea South	Filed	5/19/2016	10-2017-7033156			
PU65908	Malaysia	Filed	5/19/2016	PI2017704348			
PU65908	Mexico	Filed	5/19/2016	MX/A/2017/014804			
PU65908	New Zealand	Filed	5/19/2016	736602			

Case No	Country	Status	Application Date	Application Number	Patent Number	Grant Date	Publication Number
PU65908	Nigeria	Filed	5/19/2016	F/P/2017/534			
PU65908	Pakistan	Filed	5/19/2016	281/2016			
PU65908	Patent Cooperation Treaty	Inactive	5/19/2016	PCT/IB2016/052955			WO2016/165428
PU65908	Peru	Filed	5/19/2016	002328-2017/DIN			
PU65908	Philippines	Filed	5/19/2016	1-2017-502092			
PU65908	Singapore	Filed	5/19/2016	112017086666R			
PU65908	South Africa	Filed	5/19/2016	2017/07132			
PU65908	Taiwan	Filed	5/19/2016	105115419			
PU65908	Thailand	Filed	5/19/2016	1701006800			
PU65908	Trinidad	Filed	5/19/2016	TT/A/2017/00148			
PU65908	Ukraine	Filed	5/19/2016	a201712681			
PU65908	United States	Filed	5/19/2016	15/158858			US20160338973

Case No	Country	Status	Application Date	Application Number	Patent Number	Grant Date	Publication Number
PU65908	United States	Inactive	5/21/2015	62/165097			
PU65908	United States	Inactive	4/19/2016	62/324450			
PU65908	Uruguay	Filed	5/19/2016	36682			
PU65908	Venezuela	Filed	5/23/2016	2016/000224			
PU65908	Vietnam	Filed	5/19/2016	1-2017-05174			
PU66228	United States	Filed	11/9/2017	15/807682			US20180064656
PU66228	United States	Inactive	11/11/2016	62/420856			
PU66433	United States	Filed	10/5/2017	62/568469			