

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BOEHRINGER INGELHEIM INTERNATIONAL GMBH	04/23/2015
RECEIVING PARTY DATA	
Name:	ZEALAND PHARMA A/S
Street Address:	SMEDELAND 36
City:	GLOSTRUP
State/Country:	DENMARK
Postal Code:	DK-2600
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15852458
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	50412-087003
NAME OF SUBMITTER:	JEFFREY J. ELLISON, PH.D.
SIGNATURE:	/Jeffrey J. Ellison, Ph.D./
DATE SIGNED:	07/01/2019
Total Attachments: 6	
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

PARTIES

- (1) **Boehringer Ingelheim International GmbH** incorporated and registered in Germany whose registered office is at Binger Strasse 173, 55216 Ingelheim am Rhein, Germany (the **Assignor**).
- (2) **Zealand Pharma A/S** incorporated and registered in Denmark whose registered office is at Smedeland 36, Glostrup, Denmark, DK-2600 (the **Assignee**).

BACKGROUND

The Assignor and the Assignee are the joint owners of an invention and the joint applicants of the Completion Application with respect to said invention. Pursuant to the terms of a collaboration agreement between the Assignor and the Assignee it is agreed and acknowledged that the Assignee should be the sole owner and the sole applicant of the Patent Applications. Accordingly, the Assignor has agreed to assign its share of the Patent Applications to the Assignee on the terms set out in this Assignment.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Completion Application means the PCT and/or national or regional patent application, short particulars of which are set out in Part 1 of the Schedule.

Future Applications means any future applications linked by one or more priorities to the Completion Application and all matter contained in such future applications.

Patent Applications means the Completion Application and the Future Applications and any and all:

- (a) international, national and regional phase applications of all such applications; and
- (b) divisions, continuations and continuations-in-part of all such applications; and
- (c) patents that may be granted pursuant to any of the aforesaid applications for their full period, including any re-issues, re-examinations, renewals, extensions and Supplementary Protection Certificates.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2. ASSIGNMENT

In consideration of the sum of £1 (sufficiency and receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns absolutely to the Assignee all its right, title and interest in Canada, the United States and all other countries of the world in, to and arising from and, with effect from immediately prior to the filing of each, the Patent Applications including (but not limited to):

- (a) the right to file applications, claim priority from such applications, and prosecute and obtain grant of patent or other intellectual property protection in respect of any country, region or territory in the world;
- (b) in respect of each and any Patent Application:
 - (i) the right to claim priority from and to prosecute and obtain grant of patents; and
 - (ii) the right to file divisional applications based on the Patent Applications and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) the right to extend to, or register in or in respect of any country, region or territory in the world, each and any of the Patent Applications and to extend to or register in, or in respect of, any country, region or territory in the world any patent or other intellectual property protection granted on any of such applications;
- (d) the absolute entitlement to any patents granted pursuant to any Patent Application; and
- (e) the right to bring, make, oppose or defend claims or actions, appeal proceedings and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Patent Applications, whether occurring before or on or after the date of this Assignment.

3. FURTHER ASSURANCE

The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including (but not limited to):

- (a) documents required to be signed by or on behalf of the Assignor in the course of any and all Canadian or United States or any other applications which relate to any inventions that shall be disclosed in any of the Patent Applications;
- (b) registration of the Assignee as applicant for, or proprietor of, the Patent Applications; and
- (c) assisting the Assignee in obtaining, defending and enforcing any of the Patent Applications, and assisting with any other proceedings which may be brought by or against the Assignee by any third party or in the resolution of any question concerning the Patent Applications or any inventions that shall be disclosed in any of the Patent Applications.

4. POWER OF ATTORNEY

The Assignor and the Assignee grant the firm of Mewburn Ellis LLP the power to insert in Part 2 of the Schedule to this Assignment any further identification of any existing or future patent applications in Canada or the United States or any other countries, regions or territories of the world, which shall fall within the scope of clause 2 above, or as may be necessary or desirable in order to comply with the rules of the United States Patent Office or the Canadian Patent Office or any other patent office for the recordal of this Assignment. It is agreed that Mewburn Ellis LLP has represented only the Assignee and will continue to represent only the Assignee with respect to this Assignment.

5. ISSUE OF PATENTS

The Assignor requests the US Commissioner of Patents and the relevant authorities in all countries, regions and territories of the world to issue any patents granted pursuant to any of the Patent Applications in the name of the Assignee (either alone or jointly with any co-applicant) in accordance with this Assignment.

6. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7. COUNTERPARTS

This Assignment may be executed in any number of counterparts, each of which when executed shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

8. GOVERNING LAW AND JURISDICTION

This Assignment shall be governed by and construed in accordance with the law of England and Wales. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule: The Patent Applications

Part 1: Completion Application

Country/region	Application No.	Application Date	Title
US	14/517,497	17 October 2014	Glucagon Analogues

Part 2: Identification of some, but not necessarily all, patent applications falling within the scope of clause 2 of this Assignment

Country/region	Application No.	Application Date	Title	Signature for Mewburn Ellis LLP

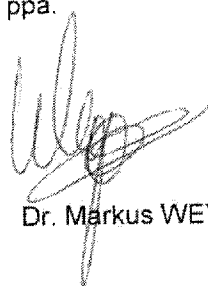
Executed as a deed by **Boehringer
Ingelheim International GmbH**
acting by
Dr. Elke SIMON
and Dr. Markus WEYMANN,
Managing Directors,
in the presence of:

ppa.

ppa.



Dr. Elke SIMON



Dr. Markus WEYMANN



SIGNATURE OF WITNESS

NAME: Katja Burzlaff

ADDRESS:

Boehringer Ingelheim GmbH

Binger Strasse 173

55216 Ingelheim am Rhein

DATE: April 23, 2015

Executed as a deed by **Zealand
Pharma A/S** acting by

....., a
director, in the presence of:

.....
SIGNATURE OF DIRECTOR

.....
SIGNATURE OF WITNESS

NAME OF WITNESS:

ADDRESS OF WITNESS:

DATE:

Executed as a deed by **Boehringer
Ingelheim International GmbH**
acting by _____
a director, in the presence of:

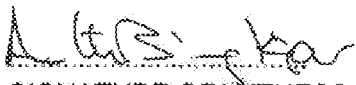
SIGNATURE OF DIRECTOR

SIGNATURE OF WITNESS
NAME OF WITNESS:
ADDRESS OF WITNESS:
DATE:

Executed as a deed by **Zealand
Pharma A/S** acting by
_____, a
director, in the presence of:

SIGNATURE OF DIRECTOR

BRITT MEELBY JENSEN
PRESIDENT & CEO


SIGNATURE OF WITNESS
NAME OF WITNESS: ANNETTE BERTHELSEN
ADDRESS OF WITNESS: SÆB TORV 17 2A 2850 BRUNNEN DK
DATE: 23 APRIL 2015