PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	505534657

CONVEYING PARTY DATA

Name	Execution Date
NEESHA DEDI	06/12/2017
BREDA TWOMEY	06/13/2017
MICHAEL JOHN WRIGHT	06/28/2017
GARETH DAVIES	09/01/2017
DAVID JAMES MCMILLAN	12/04/2017

RECEIVING PARTY DATA

Name:	CELLTECH R&D LIMITED	
Street Address:	208 BATH ROAD	
City:	SLOUGH, BERKSHIRE	
State/Country:	UNITED KINGDOM	
Postal Code:	SL1 3WE	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	16470996	

CORRESPONDENCE DATA

Fax Number: (352)372-5800

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Email: fce@slepatents.com

FRANK C. EISENSCHENK, PH.D. **Correspondent Name:**

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ATTORNEY DOCKET NUMBER:	UCB.132
NAME OF SUBMITTER:	FRANK C. EISENSCHENK
SIGNATURE:	/FRANK C. EISENSCHENK/
DATE SIGNED:	08/12/2019

Total Attachments: 36

PATENT REEL: 050067 FRAME: 0194

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PATENT REEL: 050067 FRAME: 0195

CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the 12 day of 5une 2017 between

(1) Neesha DEDI
C/O Intellectual Property Dept
UCB Celltech
208 Bath Road
Slough
Berkshire, SL1 3WE
UNITED KINGDOM

("THE INVENTOR");

(2) **CELLTECH R&D Limited** 208 Bath Road

208 Bath Road Slough Berkshire SL1 3WE

UNITED KINGDOM

("UCB CELLTECH")

(3) UCB BIOPHARMA SPRL Allée de la Recherche, 60 B-1070 Brussels BELGIUM ("UCB BIOPHARMA")

WHEREAS

- (A) The Inventor has been determined as being the sole inventor or one of the joint inventors of the invention or inventions entitled **GREMLIN-1 CRYSTAL STRUCTURE AND INHIBITORY ANTIBODY** and identified by the patent family reference number PF0045 ("the Invention")
- (B) At the time the Invention was made, the Inventor was employed by **UCB CELLTECH**;
- (C) The Invention is described in a patent application ("the Application"), identified by the following short particulars, which patent application has with the consent of all the parties hereto been filed in the name of **UCB BIOPHARMA** with the patent office shown:

Patent Office	Filing Date	Application Number
UK Patent Office	19 December 2016	1621635.0

- (D) It is the wish and intention of all the parties hereto that:
 - (i) the Application shall continue in the name of UCB BIOPHARMA;

1/7

- (ii) any patent application or like application filed in any country or territory and being directed to the Invention (whether or not claiming priority under the Paris Convention or like arrangement from the Application and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, patent term extensions, supplementary protection certificates, regional applications and international applications and like corresponding applications) ("Corresponding Application(s)") shall be in the name of and shall vest in UCB BIOPHARMA; and
- (iii) any patent granted on the Application or on any Corresponding Application(s) shall be in the name of and shall vest in **UCB BIOPHARMA**.

NOW THIS AGREEMENT WITNESSETH:

- 1. THE INVENTOR ACKNOWLEDGES that:
 - a) he or she made the Invention as part of his or her normal duties as employee of **UCB CELLTECH** and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his or her duties; and
 - b) all his or her right, title, and interest in the invention transferred to **UCB CELLTECH** by virtue of applicable Law.
- 2. All right, title and interest in the Invention have transferred from UCB CELLTECH to UCB BIOPHARMA by virtue of a series of inter company agreements which have entered into force prior to the filing date of the Application.
 UCB CELLTECH hereby agrees that UCB BIOPHARMA has and shall have the exclusive rights to the Invention and all patent applications and resulting patents pertaining to the Invention, as well as the exclusive right to apply for patents, or any other such protection of intellectual property rights for the Invention, including for the avoidance of doubt the Application and the Corresponding Application(s).
- 3. UCB CELLTECH and THE INVENTOR ACKNOWLEDGE that all right, title and interest in the Invention thereof are vested in UCB BIOPHARMA and that UCB BIOPHARMA has the exclusive rights to:
 - (i) the Invention;
 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in UCB BIOPHARMA:

(iii) recover and take all such proceedings as may be necessary for the recovery of damages, an account of profits or other relief in respect of all infringements of any patent or patents granted pursuant to the Application or to any Corresponding Application(s) whether such infringements take place before or after the date of this Agreement;

TO HOLD unto UCB BIOPHARMA absolutely.

- Insofar as the rights in the Invention and the Application are still vested in THE INVENTOR and/or UCB CELLTECH and, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, THE INVENTOR and/or UCB CELLTECH, HEREBY ASSIGNS to UCB BIOPHARMA:
 - (i) the Invention;
 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in UCB BIOPHARMA;
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TO HOLD unto **UCB BIOPHARMA** absolutely.

- 5. **UCB BIOPHARMA** HEREBY ACCEPTS all that is transferred to it under this Agreement.
- 6. EACH OF THE INVENTOR AND UCB CELLTECH HEREBY UNDERTAKES to do or have done as and when required by UCB BIOPHARMA, or its nominee as UCB BIOPHARMA shall direct, and at the expense of UCB BIOPHARMA, any and all acts and things including the execution of documents necessary or expedient for perfecting the assignments contained herein and/or for giving effect to the wishes and intentions of the parties hereto.
- 7. EACH OF THE INVENTOR AND UCB CELLTECH HEREBY AUTHORISES UCB BIOPHARMA or its nominee and the agents of any of them as UCB BIOPHARMA shall direct to insert here below at (*) the relevant application number and/or any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document:

	(*)	US Serial No :	16/470,996, filed June 19, 2019
C. S.	and/or	PCT Application No :	PCT/EP2017/083650, filed December 19, 2017
		Filing Date :	

- 8. IN THE EVENT THAT ANY OF THE TERMS OF THIS AGREEMENT is held to be invalid, the remainder of the terms shall continue in full force and effect.
- 9. THIS AGREEMENT SHALL BE CONSTRUED in all respects in accordance with law governing Prior Agreement.

IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

This page remains without signatures on purpose – all signatures are executed on follow-up pages (5-7).

Signed by THE INVENTOR

Neesha DEDI	
Signature: Place:	ADadi slough, uk
Name: Address:	TOU HE C/O 208 Book Road
Place:	SLOUGH, UK
	M. 18216k
Name:	M. W. lok
Address:	210 208 Bally ROAD
Diaca	SLOUGH UK

Signed	for and on l	behalf of U	ICB CELLTECH
Ву:	Name:		Yogesh KHATRI Roance Director
	Title:	Sec. Land	***************************************
Signati	ıre:	Yo	Auto
•		500	eyh, UK
Place:		7 7 1	
Witnes	s signature:	Dlu	mphoje
Name:		SHUA	H HUMPHREYS
Addres	ss:	clo	208 Bath Road
Place:		SUC	Duou, ulc
Witnes	s signature:		
Name:			AVI GILL
Addres	ss:	0100	208 Bath Road
Place:		51	ouen, uic

Signed	for and on b	ehalf of UC	B BIOPHARMA			
Ву:	Name : Sté	ohane DRO	UIN /			
	Title: Vice	President,	Heart Group Intellectual Propert	У		
Signatu	ure: /					
Place:		-Bran	ils, Belgiam			
Witnes	s signature:					
Name:		P/ar	ma CRAINICH			
Addres	s:	<u>llo</u>	UCB Biopharma SPRL			
Place:			Allée de la Recherche, 60 B. 1070 Blussells, Beller	un		
Witness	s signature:		A STATE OF THE STA	₹	Bussel,	Belgrum
Name:		_ EHAD	-TAL BERNAERTS			
Addres	s:	U0	UCB Biopharma SPRL			
Place:			Allée de la Recherche, 60 B-1070 Bruxelles - Belgium			

CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

(1) Breda TWOMEY

("THE INVENTOR"):

C/O Intellectual Property Dept UCB Celltech 208 Bath Road Slough Berkshire, SL1 3WE UNITED KINGDOM

(2) CELLTECH R&D Limited

("UCB CELLTECH")

208 Bath Road Slough Berkshire SL1 3WE UNITED KINGDOM

(3) **UCB BIOPHARMA SPRL** Allée de la Recherche, 60 ("UCB BIOPHARMA")

Allée de la Recherche, 60 B-1070 Brussels BELGIUM

WHEREAS

- (A) The Inventor has been determined as being the sole inventor or one of the joint inventors of the invention or inventions entitled **GREMLIN-1 CRYSTAL STRUCTURE AND INHIBITORY ANTIBODY** and identified by the patent family reference number PF0045 ("the Invention")
- (B) At the time the invention was made, the inventor was employed by **UCB CELLTECH**:
- (C) The Invention is described in a patent application ("the Application"), identified by the following short particulars, which patent application has with the consent of all the parties hereto been filed in the name of **UCB BIOPHARMA** with the patent office shown:

Patent Office	Filing Date	Application Number	
UK Patent Office	19 December 2016	1621635.0	

- (D) It is the wish and intention of all the parties hereto that:
 - (i) the Application shall continue in the name of UCB BIOPHARMA;

1/7

PATENT REEL: 050067 FRAME: 0203

- (ii) any patent application or like application filed in any country or territory and being directed to the Invention (whether or not claiming priority under the Paris Convention or like arrangement from the Application and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, patent term extensions, supplementary protection certificates, regional applications and international applications and like corresponding applications) ("Corresponding Application(s)") shall be in the name of and shall vest in UCB BIOPHARMA; and
- (iii) any patent granted on the Application or on any Corresponding Application(s) shall be in the name of and shall vest in **UCB BIOPHARMA**.

NOW THIS AGREEMENT WITNESSETH:

- THE INVENTOR ACKNOWLEDGES that:
 - a) he or she made the Invention as part of his or her normal duties as employee of UCB CELLTECH and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his or her duties; and
 - b) all his or her right, title, and interest in the invention transferred to **UCB CELLTECH** by virtue of applicable Law.
- 2. All right, title and interest in the Invention have transferred from UCB CELLTECH to UCB BIOPHARMA by virtue of a series of inter company agreements which have entered into force prior to the filling date of the Application.
 UCB CELLTECH hereby agrees that UCB BIOPHARMA has and shall have the exclusive rights to the Invention and all patent applications and resulting patents pertaining to the Invention, as well as the exclusive right to apply for patents, or any other such protection of intellectual property rights for the Invention, including for the avoidance of doubt the Application and the Corresponding Application(s).
- UCB CELLTECH and THE INVENTOR ACKNOWLEDGE that all right, title and interest in the Invention thereof are vested in UCB BIOPHARMA and that UCB BIOPHARMA has the exclusive rights to:
 - (i) the Invention;
 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in UCB BIOPHARMA;

(iii) recover and take all such proceedings as may be necessary for the recovery of damages, an account of profits or other relief in respect of all infringements of any patent or patents granted pursuant to the Application or to any Corresponding Application(s) whether such infringements take place before or after the date of this Agreement;

TO HOLD unto **UCB BIOPHARMA** absolutely.

- 4. Insofar as the rights in the Invention and the Application are still vested in THE INVENTOR and/or UCB CELLTECH and, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, THE INVENTOR and/or UCB CELLTECH, HEREBY ASSIGNS to UCB BIOPHARMA:
 - (i) the Invention;
 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in UCB BIOPHARMA;
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TO HOLD unto UCB BIOPHARMA absolutely.

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- 7. EACH OF THE INVENTOR AND UCB CELLTECH HEREBY AUTHORISES UCB BIOPHARMA or its nominee and the agents of any of them as UCB BIOPHARMA shall direct to insert here below at (*) the relevant application number and/or any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document:

3/7

-	(*)	US Serial No :	16/470,996, filed June 19, 2019
Thursday,	and/or	PCT Application No :	PCT/EP2017/083650, filed December 19, 2017
		Filing Date :	
- Chamman			

- 8. IN THE EVENT THAT ANY OF THE TERMS OF THIS AGREEMENT is held to be invalid, the remainder of the terms shall continue in full force and effect.
- 9. THIS AGREEMENT SHALL BE CONSTRUED in all respects in accordance with law governing Prior Agreement.

IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

This page remains without signatures on purpose – all signatures are executed on follow-up pages (5-7).

Signed by THE INVENTOR

Breda TWOMEY	
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Signature:	forel amony
Place:	SLOUGH, UK
Witness signature:	Slump beegs.
Name:	SARAH HUMPHROKE
Address:	do 208 Bath Road
Place:	SLOUGH, UK
Witness signature:	LASedy hoe
Name:	ICATE SELVIBEER
Address:	do 208 Both Road.
Place:	SLOUGH, UK

Signed for and on behalf of UCB CELLTECH				
Ву:	Name: Title:	Yogesh KHATRI Finance Director		
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		Youth		
Signate				
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		Ala duna		
Witnes	s signature: ˌ	Slunghyoy-		
Name:	-	SARAH HUMPHROIS.		
Addres	is:	do 203 Both Road		
Place:		Slough, W/C		
Witnes	s signature: .	Al		
Name:		RAVI GILL		
Addres	ss:	clo 2018 Barth Road		
Place:		510U64, UK		

Signed	for and on I	behalf of UCB BIOPHARMA		
Ву:	Name : Sté	phane DROUIN		
	Title: Vice	e President, Head Group Intellectual Propert	У	
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Name:		Maona CRAINICH		
Addres	s:	UCB Biopharma SPRL		
Place:		Allée de la Recherche, 60 B-1070 Bruxelles - Belgium		
Witnes	s signature:		Brissel,	Belgium
Name:		CHANTAL SELVATERIS		4
Addres	s:	Clo UCB Biopharma SPRL		
Place:		Allée de la Recherche, 60 B-1070 Bruxelles - Belgium		

CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the 28 day of 5une 2017 between

(1) Michael John WRIGHT
C/O Intellectual Property Dept
UCB Celltech
208 Bath Road
Slough
Berkshire, SL1 3WE
UNITED KINGDOM

("THE INVENTOR");

(2) CELLTECH R&D Limited

("UCB CELLTECH")

208 Bath Road Slough Berkshire SL1 3WE UNITED KINGDOM

(3) UCB BIOPHARMA SPRL Allée de la Recherche, 60 B-1070 Brussels BELGIUM ("UCB BIOPHARMA")

WHEREAS

- (A) The Inventor has been determined as being the sole inventor or one of the joint inventors of the invention or inventions entitled **GREMLIN-1 CRYSTAL STRUCTURE AND INHIBITORY ANTIBODY** and identified by the patent family reference number PF0045 ("the Invention")
- (B) At the time the Invention was made, the Inventor was employed by **UCB CELLTECH**;
- (C) The Invention is described in a patent application ("the Application"), identified by the following short particulars, which patent application has with the consent of all the parties hereto been filed in the name of **UCB BIOPHARMA** with the patent office shown:

Patent Office	ent Office Filing Date	
UK Patent Office	19 December 2016	1621635.0

- (D) It is the wish and intention of all the parties hereto that:
 - (i) the Application shall continue in the name of **UCB BIOPHARMA**;

1/7

- (ii) any patent application or like application filed in any country or territory and being directed to the Invention (whether or not claiming priority under the Paris Convention or like arrangement from the Application and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, patent term extensions, supplementary protection certificates, regional applications and international applications and like corresponding applications) ("Corresponding Application(s)") shall be in the name of and shall vest in UCB BIOPHARMA; and
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- 2. All right, title and interest in the Invention have transferred from UCB CELLTECH to UCB BIOPHARMA by virtue of a series of inter company agreements which have entered into force prior to the filling date of the Application.
 UCB CELLTECH hereby agrees that UCB BIOPHARMA has and shall have the exclusive rights to the Invention and all patent applications and resulting patents pertaining to the Invention, as well as the exclusive right to apply for patents, or any other such protection of intellectual property rights for the Invention, including for the avoidance of doubt the Application and the Corresponding Application(s).
- UCB CELLTECH and THE INVENTOR ACKNOWLEDGE that all right, title and interest in the Invention thereof are vested in UCB BIOPHARMA and that UCB BIOPHARMA has the exclusive rights to:
 - (i) the Invention;
 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in UCB BIOPHARMA;

(iii) recover and take all such proceedings as may be necessary for the recovery of damages, an account of profits or other relief in respect of all infringements of any patent or patents granted pursuant to the Application or to any Corresponding Application(s) whether such infringements take place before or after the date of this Agreement;

TO HOLD unto UCB BIOPHARMA absolutely.

- 4. Insofar as the rights in the Invention and the Application are still vested in THE INVENTOR and/or UCB CELLTECH and, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, THE INVENTOR and/or UCB CELLTECH, HEREBY ASSIGNS to UCB BIOPHARMA:
 - (i) the Invention;
 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in UCB BIOPHARMA;
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- 7. EACH OF **THE INVENTOR** AND **UCB CELLTECH** HEREBY AUTHORISES **UCB BIOPHARMA** or its nominee and the agents of any of them as **UCB BIOPHARMA** shall direct to insert here below at (*) the relevant application number and/or any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document:

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(*)	US Serial No :	16/470,996, filed June 19, 2019
and/or PCT Application No :	PCT/EP2017/083650, filed December 19, 2017	
	Filing Date :	

- 8. IN THE EVENT THAT ANY OF THE TERMS OF THIS AGREEMENT is held to be invalid, the remainder of the terms shall continue in full force and effect.
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IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

This page remains without signatures on purpose – all signatures are executed on follow-up pages (5-7).

Signed by THE INVENTOR

Michael John WRI	GHT
Signature:	hallo.
Place:	SLOUGH, UK
Witness signature:	SHRAH HUMPHRIYS.
Name:	SARAH HUMPHRLYS
Address:	clo 208 Bath Road
Place:	SLOUGH, UK
Witness signature:	
Name:	RAVI GILL
Address:	clo 208 Bath Road.
Place:	SLOUGH, UK

Ву:	Name:	MARK HARDY.
	Title:	Director
		1 A O A
Signat	ture:	MAL
Place:		SLOUGH, UK
Witne	ss signature	: Aleudyses
Name	.	SHRAH KUUNDHIREKS
Addre:	SS;	do 208 Both Road
Place:		SULLOH MC
Witnes	ss signature	: UASeolphoor
Name:		KATE SEDGBEER
Addres	SS:	C/O 208 Both Road
Diago:		Slamb III

Signed for and on behalf of UCB CELLTECH

Signed for and on behalf of UCB BIOPHARMA Name: Stéphane DROUIN Ву: Title: Vice President, Flead Group Intellectual Property Signature: Place: Witness signature: Name: Marina UCB Biopharma SPRL Address: Allée de la Recherche, 60 Place: B-1070 Bruxelles - Belgium Brussels, Belgium Witness signature: Name: Chantal BERNAERTS Senior Trademark Administrator Address: **UCB Biopharma SPRL** Place: Intellectual Property Department Allée de la Recherche 60 1070 Brussels, Belgium

CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the _____ day of September 2017 between

(1) Gareth DAVIES
C/O Intellectual Property Dept
UCB Celltech
208 Bath Road
Slough
Berkshire, SL1 3WE

("THE INVENTOR");

(2) CELLTECH R&D Limited

UNITED KINGDOM

("UCB CELLTECH")

208 Bath Road Slough Berkshire SL1 3WE UNITED KINGDOM

(3) UCB BIOPHARMA SPRL Allée de la Recherche, 60 B-1070 Brussels BELGIUM ("UCB BIOPHARMA")

WHEREAS

- (A) The inventor has been determined as being the sole inventor or one of the joint inventors of the invention or inventions entitled **GREMLIN-1 CRYSTAL STRUCTURE AND INHIBITORY ANTIBODY** and identified by the patent family reference number PF0045 ("the Invention")
- (B) At the time the Invention was made, the Inventor was employed by **UCB CELLTECH**;
- (C) The Invention is described in a patent application ("the Application"), identified by the following short particulars, which patent application has with the consent of all the parties hereto been filed in the name of **UCB BIOPHARMA** with the patent office shown:

Patent Office	Filing Date	Application Number
UK Patent Office	19 December 2016	1621635.0

- (D) It is the wish and intention of all the parties hereto that:
 - (i) the Application shall continue in the name of **UCB BIOPHARMA**;

1/7

PATENT REEL: 050067 FRAME: 0217

- (ii) any patent application or like application filed in any country or territory and being directed to the invention (whether or not claiming priority under the Paris Convention or like arrangement from the Application and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, patent term extensions, supplementary protection certificates, regional applications and international applications and like corresponding applications) ("Corresponding Application(s)") shall be in the name of and shall vest in UCB BIOPHARMA; and
- (iii) any patent granted on the Application or on any Corresponding Application(s) shall be in the name of and shall vest in **UCB BIOPHARMA**.

NOW THIS AGREEMENT WITNESSETH:

- 1. **THE INVENTOR** ACKNOWLEDGES that:
 - a) he or she made the Invention as part of his or her normal duties as employee of **UCB CELLTECH** and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his or her duties; and
 - b) all his or her right, title, and interest in the invention transferred to **UCB CELLTECH** by virtue of applicable Law.
- 2. All right, title and interest in the Invention have transferred from UCB CELLTECH to UCB BIOPHARMA by virtue of a series of inter company agreements which have entered into force prior to the filing date of the Application.
 UCB CELLTECH hereby agrees that UCB BIOPHARMA has and shall have the exclusive rights to the Invention and all patent applications and resulting patents pertaining to the Invention, as well as the exclusive right to apply for patents, or any other such protection of intellectual property rights for the Invention, including for the avoidance of doubt the Application and the Corresponding Application(s).
- 3. **UCB CELLTECH** and **THE INVENTOR** ACKNOWLEDGE that all right, title and interest in the Invention thereof are vested in **UCB BIOPHARMA** and that **UCB BIOPHARMA** has the exclusive rights to:
 - (i) the Invention;
 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in UCB BIOPHARMA;

(iii) recover and take all such proceedings as may be necessary for the recovery of damages, an account of profits or other relief in respect of all infringements of any patent or patents granted pursuant to the Application or to any Corresponding Application(s) whether such infringements take place before or after the date of this Agreement;

TO HOLD unto UCB BIOPHARMA absolutely.

- Insofar as the rights in the Invention and the Application are still vested in THE INVENTOR and/or UCB CELLTECH and, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, THE INVENTOR and/or UCB CELLTECH, HEREBY ASSIGNS to UCB BIOPHARMA:
 - (i) the Invention;
 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in UCB BIOPHARMA;
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TO HOLD unto **UCB BIOPHARMA** absolutely.

- 5. **UCB BIOPHARMA** HEREBY ACCEPTS all that is transferred to it under this Agreement.
- 6. EACH OF THE INVENTOR AND UCB CELLTECH HEREBY UNDERTAKES to do or have done as and when required by UCB BIOPHARMA, or its nominee as UCB BIOPHARMA shall direct, and at the expense of UCB BIOPHARMA, any and all acts and things including the execution of documents necessary or expedient for perfecting the assignments contained herein and/or for giving effect to the wishes and intentions of the parties hereto.
- 7. EACH OF **THE INVENTOR** AND **UCB CELLTECH** HEREBY AUTHORISES **UCB BIOPHARMA** or its nominee and the agents of any of them as **UCB BIOPHARMA** shall direct to insert here below at (*) the relevant application number and/or any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document:

(*) and/or	US Serial No : PCT Application No : Filing Date :	16/470,996, filed June 19, 2019 PCT/EP2017/083650, filed December 19, 2017	

- 8. IN THE EVENT THAT ANY OF THE TERMS OF THIS AGREEMENT is held to be invalid, the remainder of the terms shall continue in full force and effect.
- 9. THIS AGREEMENT SHALL BE CONSTRUED in all respects in accordance with law governing Prior Agreement.

IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

This page remains without signatures on purpose – all signatures are executed on follow-up pages (5-7).

Signed by **THE INVENTOR**

Gareth DAVIES	
Signature:	Glaves
Place:	SLOUGH, UK
Witness signature:	Blumphyey=
Name:	SARAM MUMPHROYS
Address:	c/o 208 Bath Kead
Place:	SLOUGH, UK
Witness signature:	hAsedghoer
Name:	KATE SEDOBEER
Address:	do 2018 Bath Kead.
Place:	SLOUGH, UK

Signed for	and on behalf of U	CB CELLTECH
By: Nar Title	L Prons,	Yogesh KHATRI Rnance Director
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	A /	America and a second
Signature:	49	Hento
Place:	Storia	4, UK
	1 1 A	1
Witness sig	ınature: <u>DUU</u>	up theres
Name:	SARA	
Address:	clo 2c	of Bath Road
Place:	SH	OUGH, UIC
		0
Witness sig	inature:	Beolghow
Name:	Kat	e Sedabeer
Address:	<u>C/o</u>	208 Bath Road
Place:	Slace	4 - 4

Signed for and on	behalf of UCB BIOPHARMA		
By: Name : Ste	éphane DROUIN		
Title: Vic	e President, Head Stoup Intellectual Property	<i>f</i>	
Signature:			
Place:	X3000 B.C.		
riace.	Daguel, Selfiam		
Witness signature:			
Name:	Marina CRAINICH		
Address:	UCB Biopharma SPRL		
Place:	Allée de la Recherche, 60 B-1070 Bruxelles - Belgium		
Witness signature:		Bunch,	Belpium
Name:	CHUNTAL BERNAKKTS		Ġ,
Address:	UCB Biopharma SPRL		
Place:	Allée de la Recherche, 60		
	B-1070 Bruxelles - Belgium		

CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the 4th day of DELEMBER 2017 between

(1) David James MCMILLAN

("THE INVENTOR");

C/O Intellectual Property Dept UCB Celltech 208 Bath Road Slough Berkshire, SL1 3WE UNITED KINGDOM

(2) CELLTECH R&D Limited

("UCB CELLTECH")

208 Bath Road Slough Berkshire SL1 3WE UNITED KINGDOM

(3) UCB BIOPHARMA SPRL Allée de la Recherche, 60 B-1070 Brussels BFI GIUM ("UCB BIOPHARMA")

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- (B) At the time the Invention was made, the Inventor was employed by **UCB CELLTECH**:
- (C) The Invention is described in a patent application ("the Application"), identified by the following short particulars, which patent application has with the consent of all the parties hereto been filed in the name of **UCB BIOPHARMA** with the patent office shown:

Patent Office	Filing Date	Application Number
		4.504.50.7.0
UK Patent Office	19 December 2016	1621635.0

- (D) It is the wish and intention of all the parties hereto that:
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1/7

- (ii) any patent application or like application filed in any country or territory and being directed to the Invention (whether or not claiming priority under the Paris Convention or like arrangement from the Application and including all divisional applications, applications for patents of addition, continuation applications, continuation-in-part applications, applications for re-issue national applications, patent term extensions, supplementary protection certificates, regional applications and international applications and like corresponding applications) ("Corresponding Application(s)") shall be in the name of and shall vest in UCB BIOPHARMA; and
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 - a) he or she made the Invention as part of his or her normal duties as employee of **UCB CELLTECH** and the circumstances were such that an invention might reasonably have been expected to result from the carrying out of his or her duties; and
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 - (ii) the Application, the benefit of the Application, all right, title and interest therein (including the right to make Corresponding Application(s) and obtain patents or like forms of protection for the Invention in any country or territory of the world together with the right to claim priority of the Application under the Paris Convention or any other patent treaty, law or convention) and all the rights, powers, liberties and immunities belonging thereto or accrued therefrom free from all encumbrances to the intent that any patent granted pursuant to the Application or to any Corresponding Application(s) shall be in the name of and vested in UCB BIOPHARMA;
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3/7

(*)	US Serial No :	16/470,996, filed June 19, 2019	
and/or	PCT Application No :	PCT/EP2017/083650, filed December 19, 2017	
	Filing Date :		

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IN WITNESS whereof the parties have caused this agreement to be duly executed on the day and year first above written.

This page remains without signatures on purpose – all signatures are executed on follow-up pages (5-7).

Signed by THE INVENTOR

David James MCMILLAN

Place:

Signature:

Place:

SLOUGH, UK

Witness signature:

Name:

JAMES PHILL O'CONNECC

Address:

Place:

SLOUGH, UK

Witness signature:

SLOUGH, UK

Witness signature:

Bridg Juoner

Name:

REDA TWOMEY

Address:

216 Beth Lood.

SLOUGH, UK

Signed for and on behalf of UCB CELLTECH			
Ву:	Name: Title:		Yogesh KHATRI Phance Director
		Y.	DA CART
Signatu	ure:		
Place:		Sto	ne h. UK
Witnes	s signature:		44/1495
Name:	C.	SARI	H KUMPHROYS
Addres	s:	<u>00</u>	108 Bath Road
Place:		946	MGA, UK
Witnes	s signature:	UN	Sedfroer
Name:		KATI	E SEĎGBER
Addres	S:	90:	208 Both Road
Place:		510	uch. O. t.

Signed for and on t	Denait of UCB BIOPHARIMA		
By: Name : Sté	phane DROUIN		
Title: Vice	President, Mead Group Intellectual Property		
Signature:			
Place:	Brysslo, Belgium		
Witness signature:			
Name:			
Address:	UCB Biopharma SPRL		
Place:	Allée de la Recherche, 60 B-1070 Bruxelles - Belgium		
Witness signature:		Bund,	Belg: m
Name:	CHARTAL BERNAKETS		*
Address:	UCB Biopharma SPRL		
Place:	Allée de la Recherche, 60		
	B-1070 Bruxelles - Belgium		