

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5663096

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
<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:	3523758100
Email:	fce@slepatents.com
Correspondent Name:	FRANK C. EISENSCHENK, PH.D.
Address Line 1:	P.O. BOX 142950
Address Line 4:	GAINESVILLE, FLORIDA 32614-2950
ATTORNEY DOCKET NUMBER:	UCB.132
NAME OF SUBMITTER:	FRANK C. EISENSCHENK
SIGNATURE:	/FRANK C. EISENSCHENK/
DATE SIGNED:	08/12/2019
Total Attachments: 36	

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CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the 12 day of June 2017 between

(1) Neesha DEDI ("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** ("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**;

- (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.

- 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**;
- (iii) the right to 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.

- 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:

Signed by **THE INVENTOR**

Neesha DEDI

Signature: N. Dedi

Place: SLOUGH, UK

Witness signature: [Signature]

Name: JOY HE

Address: c/o 208 Bath Road

Place: SLOUGH, UK

Witness signature: M. K210K

Name: M. K210K

Address: c/o 208 Bath Road

Place: SLOUGH, UK

Signed for and on behalf of **UCB CELLTECH**

By: Name:



Yogesh KHATRI
Finance Director

Title:

Signature:

Yogesh Khatri

Place:

Slough, UK

Witness signature:

Sarah Humphreys

Name:

SARAH HUMPHREYS

Address:

c/o 208 Bath Road

Place:

SLOUGH, UK

Witness signature:

Ravi Gill

Name:

RAVI GILL

Address:

c/o 208 Bath Road

Place:

SLOUGH, UK

Signed for and on behalf of **UCB BIOPHARMA**

By: Name : Stéphane DROUIN

Title : Vice President, Head Group Intellectual Property

Signature: _____

Place: _____

Witness signature: _____

Name: _____

Address: _____

Place: _____

Witness signature: _____

Name: _____

Address: _____

Place: _____

UCB Biopharma SPRL

Allée de la Recherche, 60

B-1070 BRUSSELS, BELGIUM

Brussels, Belgium

CHANTAL BERNARTE

UCB Biopharma SPRL

Allée de la Recherche, 60

B-1070 Bruxelles - Belgium

CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the B day of June 2017 between

- (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** ("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**;

- (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.

- 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**;
- (iii) the right to 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.

- 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
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**

Breda TWOMEY

Signature: Breda Twomey

Place: SLOUGH, UK

Witness signature: Sarah Humphreys

Name: SARAH HUMPHREYS

Address: 40 208 Bath Road

Place: SLOUGH, UK

Witness signature: Kate Sedgbeer

Name: KATE SEDGBEER

Address: 40 208 Bath Road

Place: SLOUGH, UK

Signed for and on behalf of **UCB CELLTECH**

By: Name:

Title:



Yogesh KHATRI
Finance Director

Signature:

Yogesh Khatri

Place:

Slough, UK

Witness signature:

Sarah Humphreys

Name:

SARAH HUMPHREYS

Address:

c/o 208 Bath Road

Place:

SLOUGH, UK

Witness signature:

Ravi Gill

Name:

RAVI GILL

Address:

c/o 208 Bath Road

Place:

SLOUGH, UK

Signed for and on behalf of **UCB BIOPHARMA**

By: Name : Stéphane DROUIN

Title : Vice President, Head Group Intellectual Property

Signature:

Place:

Witness signature:

Name:

Address:

Place:

Witness signature:

Name:

Address:

Place:

Martina CRAINICH

UCB Biopharma SPRL

Allée de la Recherche, 60

B-1070 Bruxelles - Belgium

CHANTAL BEHNATTS

UCB Biopharma SPRL

Allée de la Recherche, 60

B-1070 Bruxelles - Belgium

Brussels, Belgium

CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the 28 day of June 2017 between

- (1) Michael John WRIGHT ("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 ("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

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- (i) the Application shall continue in the name of **UCB BIOPHARMA**;

- (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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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.

- 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**;
- (iii) the right to 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.

- 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
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**

Michael John WRIGHT

Signature: 

Place: SLOUGH, UK

Witness signature: 

Name: SARAH HUMPHREYS

Address: c/o 208 Bath Road.

Place: SLOUGH, UK

Witness signature: 

Name: RAVI GILL

Address: c/o 208 Bath Road.

Place: SLOUGH, UK

Signed for and on behalf of **UCB CELLTECH**

By: Name: MARK HARDY.

Title: Director

Signature: _____

M Hardy

Place: _____

SLough, UK

Witness signature: _____

Sarah Humphreys

Name: _____

SARAH HUMPHREYS

Address: _____

c/o 208 Bath Road

Place: _____

SLough, UK

Witness signature: _____

Kate Sedgbeer

Name: _____

KATE SEDGBEER

Address: _____

C/o 208 Bath Road

Place: _____

Slough, U.K

Signed for and on behalf of **UCB BIOPHARMA**

By: Name : Stéphane DROUIN

Title : Vice President, Head Group Intellectual Property

Signature: _____

Place: _____

Witness signature: _____

Name: _____

Address: _____

Place: _____

Witness signature: _____

Name: _____

Address: _____

Place: _____

Marina CRAINICH

UCB Biopharma SPRL

Allée de la Recherche, 60

B-1070 Bruxelles - Belgium

Chantal BERNAERTS

Senior Trademark Administrator

UCB Biopharma SPRL

Intellectual Property Department

Allée de la Recherche 60

1070 Brussels, Belgium

Brussels, Belgium

CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the 1 day of September 2017 between

- (1) Gareth DAVIES ("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** ("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**;

- (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.

- 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**:

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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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(*) 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.
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: G Davies

Place: SLOUGH, UK

Witness signature: S Humphreys

Name: SARAH HUMPHREYS

Address: 40 208 Bath Road

Place: SLOUGH, UK

Witness signature: K Sedgbeer

Name: KATE SEDGBEER

Address: 40 208 Bath Road

Place: SLOUGH, UK

Signed for and on behalf of **UCB CELLTECH**

By: Name:



Yogesh KHATRI
Finance Director

Title:

Signature:

[Handwritten signature of Yogesh Khatri]

Place:

Slough, UK

Witness signature:

[Handwritten signature of Sarah Humphreys]

Name:

SARAH HUMPHREYS

Address:

c/o 208 Bath Road

Place:

SLOUGH, UK

Witness signature:

[Handwritten signature of Kate Sedgbeer]

Name:

Kate Sedgbeer

Address:

c/o 208 Bath Road

Place:

Slough, U.K.

Signed for and on behalf of **UCB BIOPHARMA**

By: Name : Stéphane DROUIN

Title : Vice President, Head Group Intellectual Property

Signature: _____

Place: _____

Witness signature: _____

Name: _____

Address: _____

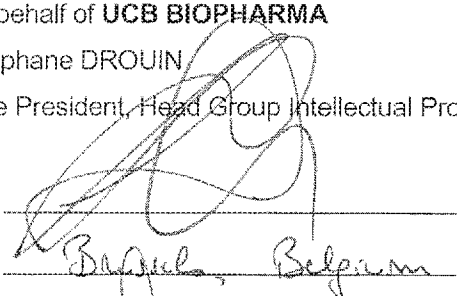
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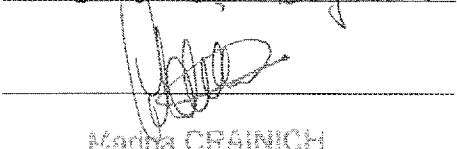
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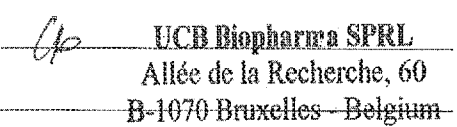
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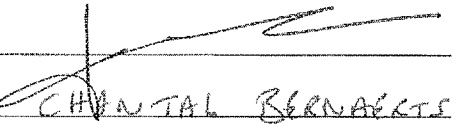
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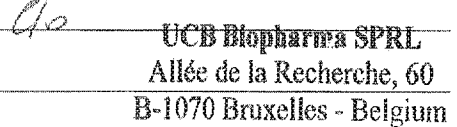
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 **UCB Biopharma SPRL**
Allée de la Recherche, 60
B-1070 Bruxelles - Belgium



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B-1070 Bruxelles - Belgium

Bruxelles, Belgium

CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the 4th day of DECEMBER 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
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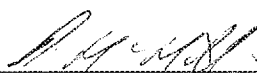
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David James MCMILLAN

Signature: 

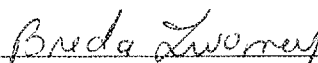
Place: SLOUGH, UK

Witness signature: 

Name: JAMES PHILIP O'CONNELL

Address: 216, BATH ROAD

Place: SLOUGH, UK

Witness signature: 

Name: BREDA TWOMEY

Address: 216 Bath Road.

Place: SLOUGH, UK

Signed for and on behalf of **UCB CELLTECH**

By: Name:



Yogesh KHATRI
Finance Director

Title:

Signature:

[Handwritten signature]

Place:

Slough, UK

Witness signature:

[Handwritten signature]

Name:

SARAH HUMPHREYS

Address:

c/o 208 Bath Road

Place:

SLOUGH, UK

Witness signature:

[Handwritten signature]

Name:

KATE SEDGEBER

Address:

c/o 208 Bath Road

Place:

Slough, U.K.

Signed for and on behalf of **UCB BIOPHARMA**

By: Name : Stéphane DROUIN

Title : Vice President, Head Group Intellectual Property

Signature: _____

Place: _____

Witness signature: _____

Name: _____

Address: _____

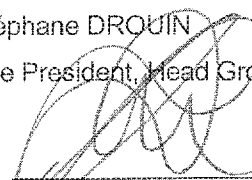
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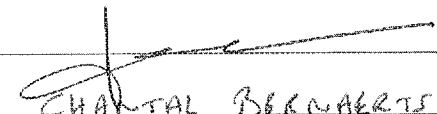


Brussels, Belgium


Marina CRAINICH

UCB Biopharma SPRL

Allée de la Recherche, 60
B-1070 Bruxelles - Belgium


CHANTAL BERNAERTS

UCB Biopharma SPRL

Allée de la Recherche, 60
B-1070 Bruxelles - Belgium

Brussels, Belgium