

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5684153

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
GALAPAGOS NV		08/23/2019
RECEIVING PARTY DATA		
Name:	GILEAD SCIENCES, INC.	
Street Address:	333 LAKESIDE DRIVE	
City:	FOSTER CITY	
State/Country:	CALIFORNIA	
Postal Code:	94404	
PROPERTY NUMBERS Total: 31		
Property Type	Number	
Patent Number:	8242274	
Patent Number:	8796457	
Patent Number:	9505754	
Patent Number:	8975406	
Patent Number:	8927543	
Patent Number:	9255095	
Patent Number:	10047083	
Application Number:	15971245	
Patent Number:	9708312	
Patent Number:	8802682	
Patent Number:	9241931	
Patent Number:	9987272	
Patent Number:	9133210	
Patent Number:	9351955	
Patent Number:	9895347	
Application Number:	15865963	
Patent Number:	9926281	
Application Number:	15896779	
Patent Number:	9440929	
Patent Number:	10179771	

Property Type	Number
Application Number:	15769260
Application Number:	15568275
Application Number:	16081797
Application Number:	16308349
Application Number:	16308380
Patent Number:	7332337
Patent Number:	8637257
Patent Number:	8663930
Patent Number:	9951337
Patent Number:	9945843
Patent Number:	10048250

CORRESPONDENCE DATA

Fax Number:

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.

Phone: (202) 662-6000

Email: gjohnson@cov.com

Correspondent Name: COVINGTON & BURLING LLP

Address Line 1: 850 TENTH STREET, NW

Address Line 2: ONE CITYCENTER

Address Line 4: WASHINGTON, D.C. 20001-4956

ATTORNEY DOCKET NUMBER:	023942.00127
NAME OF SUBMITTER:	GRANT D. JOHNSON
SIGNATURE:	/Grant D. Johnson/
DATE SIGNED:	08/23/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 4

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 23, 2019 (this "Agreement"), is made by Galapagos NV, a corporation organized under the laws of Belgium (the "Grantor"), in favor of Gilead Sciences, Inc., a Delaware corporation (together with its successors, transferees and assignees, "Gilead").

W I T N E S S E T H :

WHEREAS, pursuant to that certain Option, License and Collaboration Agreement, dated as of July 14, 2019 (as amended, supplemented or otherwise modified from time to time, the "Collaboration Agreement"), by and between Galapagos NV, a corporation organized under the laws of Belgium ("Galapagos") and Gilead, Gilead has agreed to pay the upfront consideration thereunder and, upon exercise of an Option, certain Option Payments thereunder to Galapagos;

WHEREAS, in connection with the Collaboration Agreement, the Grantor has executed and delivered a Security Agreement in favor of Gilead, dated as of August 23, 2019 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Collaboration Agreement and pursuant to clause (c) of Section 4.4 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to Gilead a continuing security interest in all of the Patent Collateral (as defined below) to secure performance of all the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Gilead, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to Gilead, for Gilead's benefit, a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral");

- (a) all of its right, title and interest in and to the Galapagos Patents filed with the United States Patent and Trademark Office and set forth on Schedule I attached hereto; and
- (b) all Proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and Proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of Gilead in the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to Gilead for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of Gilead thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Gilead with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with any provisions in the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. Construed per Collaboration Agreement. This Agreement shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Collaboration Agreement, including Article XVII thereof.

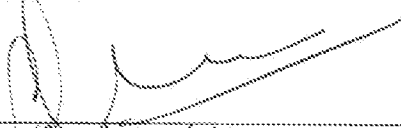
SECTION 6. Effectiveness. This Agreement shall become effective when a counterpart hereof executed by the Grantor shall have been received by Gilead. Delivery of an executed counterpart of a signature page to this Agreement by email (in "pdf", "tiff" or similar format) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by its authorized officer as of the date first above written.


GALAPAGOS NV

By:

Name:  Andre Hoekema

Title: CBO

By:

Name:  Onno van de Stolpe

Title: CEO

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
to Patent Security Agreement

Application Number	Filing Date	Publication Number	Publication Date	Issue Number	Issue Date
US12/508,950	24 Jul 2009	US2010-0029709	04 Feb 2010	US 8,242,274	14 Aug 2012
US12/823,682	25 Jun 2010	US20100331359	30 Dec 2010	US 8,796,457	05 Aug 2014
US14/451,127	04 Aug 2014	US2015-0031671	29 Jan 2015	US 9,505,754	29 Nov 2016
US14/114,218	26 Apr 2012	US2014-0051677	20 Feb 2014	US 8,975,406	10 Mar 2015
US13/721,788	20 Dec 2012	US2013-0165437	29 Jun 2013	US 8,927,543	06 Jan 2015
US14/148,057	06 Jan 2014	US2014-0121204	01 May 2014	US 9,255,095	09 Feb 2016
US14/966,879	11 Dec 2015	US2016-0244442	25 Aug 2016	US 10,047,083	14 Aug 2018
US15/971,245	04 May 2018	US2019-0002458	03 Jan 2019		
US14/653,323	17 Dec 2013	US2016-0039807	11 Feb 2016	US 9,708,312	18 Jul 2017
US13/459,055	27 Apr 2012	US2012-0277247	01 Nov 2012	US 8,802,682	12 Aug 2014
US14/457,071	11 Aug 2014	US2015-0031706	29 Jan 2015	US 9,241,931	26 Jan 2016
US15/005,442	25 Jan 2016	US2016-0213666	28 Jul 2016	US 9,987,272	05 Jun 2018
US14/451619	05 Aug 2014	US2015-0045327	12 Feb 2015	US 9,133,210	15 Sep 2015
US14/808,200	24 Jul 2015	US2016-0022633	26 Jan 2016	US 9,351,955	31 May 2016
US15/143,967	02 May 2016			US 9,895,347	20 Feb 2018
US15/865,963	09 Jan 2018	US2018-0221334	09 Aug 2018		
US15/538,393**	18 Dec 2015	US2018-0002293	04 Jan 2018	US 9,926,281	27 Mar 2018
US15/896,779**	14 Feb 2018	US2018-0258052	13 Sep 2018		
US14/599,644	19 Jan 2015	US2015-0203455	23 Jul 2015	US 9,440,929	13 Sep 2016
US15/262,097	12 Sep 2016	US2017-0057928	02 Mar 2017	US 10,179,771	15 Jan 2019
US15/769260	14 Oct 2016	US2018-0305351	25 Oct 2018		
US15/568,275	19 Apr 2016	US2019-0062325	28 Feb 2019		
US16/081,797	23 Feb 2017				
US16/308,349**	01 Jun 2017				
US16/308,380**	01 Jun 2017				
US09/962,543	25 Sep 2001	US2003-0180258	25 Sep 2003	US 7,332,337	19 Feb 2008
US12/214,787	19 Jun 2008	US2009-0117107	07 May 2009	US 8,637,257	28 Jan 2014
US13/262,634	01 Apr 2010	US2012-0027766	02 Feb 2012	US 8,663,930	04 Mar 2014
US15/014,290	03 Feb 2016	US2016-0208266	21 Jul 2016	US 9,951,337	24 Apr 2018
US14/367,565	20 Dec 2012	US2015-0330968	19 Nov 2015	US 9,945,843	17 Apr 2018
US15/669,213	04 Aug 2017	US2018-0045713	15 Feb 2018	US 10,048,250	14 Aug 2018

** Solely to the extent of Grantor's interest in such Patents