

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5743978

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NOVARTIS PHARMA AG	12/10/2018
RECEIVING PARTY DATA		
Name:	MERO BIOPHARMA 1 LIMITED	
Street Address:	1 CAVENDISH PLACE	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	W1G 0QF	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	16082765	
Application Number:	16082772	
CORRESPONDENCE DATA		
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NAME OF SUBMITTER:	JESSICA WOLFF	
SIGNATURE:	/Jessica Wolff/	
DATE SIGNED:	09/27/2019	
Total Attachments: 5		
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BCT 197 PATENT ASSIGNMENT

This BCT 197 Patent Assignment ("Assignment") is effective as of August 17, 2016, and is by and between Novartis Pharma AG, a Swiss corporation ("ASSIGNOR") with a principal place of business at Postfach, 4002 Basel, Switzerland and Merco BioPharma 1 Limited, a UK limited liability company with its principal place of business at 1 Cavendish Place, 4th Floor, London, W1G 0QF, United Kingdom ("ASSIGNEE").

WHEREAS:

ASSIGNOR owns an undivided interest in the entire right, title, and interest in and to patent applications entitled "DOSAGE REGIMEN FOR THE TREATMENT OF ACUTE EXACERBATIONS OF CHRONIC OBSTRUCTIVE PULMONARY DISEASE" bearing U.S. Application No. 16/082,765, and filed on September 9, 2018, and bearing PCT/GB2016/050636 filed on March 8, 2016; and patent applications entitled "DOSAGE REGIMEN FOR THE TREATMENT OF ACUTE EXACERBATIONS OF INFLAMMATORY CONDITIONS" bearing U.S. Application No. 16/082,772, and filed on September 9, 2018, and bearing PCT/GB2016/050635 and filed on March 8, 2016; and the inventions described in and underlying such patent applications (collectively, the "Patents");

ASSIGNOR and ASSIGNEE are parties to an agreement entitled BCT 197 Asset Purchase Agreement dated July 28, 2015, Addendum To Asset Purchase Agreement dated April 12, 2016, (collectively, the "Agreement"), pursuant to which ASSIGNOR has agreed, inter alia, to transfer certain assets; and

Pursuant to the Agreement and subject to the terms of this Assignment, the ASSIGNOR wishes to assign to the ASSIGNEE all right, title, interest in and to its rights in the Patents.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. CONSIDERATION

The good and valuable consideration given by or on behalf of the ASSIGNEE is the amount provided under the Agreement, the receipt and adequacy of which are hereby acknowledged by ASSIGNOR.

2. ASSIGNMENT

To the extent that the ASSIGNOR has not done so already via a prior agreement with the ASSIGNEE, or if the ASSIGNOR has already done so via a prior agreement with the ASSIGNEE then in confirmation of any obligation to do so in said prior agreement, the ASSIGNOR has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto the ASSIGNEE, its successors, legal representatives, and assigns, the ASSIGNOR'S entire right, title, and

interest in and to the Patents, together with all rights, privileges, and advantages thereto, including, without limitation, the right to take, defend, or appeal proceedings and recover (and retain) damages, and obtain all other remedies in respect to past infringements thereof, and the right to file patent applications under the laws of the United States and any other country that claim priority from any patent application therein, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

The ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents, and the Patent Office officials in foreign countries as are duly authorized by the respective foreign patent laws to issue any and all patents directed to the Patents to the ASSIGNEE as the owner thereof.

For the avoidance of doubt, the term "Patents" shall include all continuations, continuations-in-part, and divisionals of any United States patent application(s) or international patent application(s) designating the United States, any national stages of any international application(s), and any other patent application(s) claiming priority to US Ser. No. 16/082,765, US Ser. No. 16/082,772, PCT/GB2016/050636 and PCT/GB2016/050635, including further continuations, continuations-in-part, and divisionals such as, but not limited to continuations of continuations and continuations of divisionals; all patents, utility models, or other grants that issue from any of the applications referred to herein and all rights and remedies associated therewith including the right to sue for and recover past damages, including royalties, and to recover under 35 U.S.C. § 154(d) or any other law permitting remedies for infringement prior to issuance of the patent; all registrations and confirmations of, and importation certificates based upon, one or more of said patents, utility models, or other grants, and applications for such registrations, confirmations and importation certificates; and all reissues, renewals and extensions of said patents, utility models, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said ASSIGNEE to the full ends of the terms for which said patents, utility models, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this sale, assignment and transfer had not been made.

3. FURTHER ASSURANCES

ASSIGNOR hereby agrees to execute all documents, assist in all proceedings and take any reasonable further steps that are reasonably necessary (at the sole cost and expense of ASSIGNEE) to effectuate the transfer of the Patents to ASSIGNEE, or the perfection, registration, or recordation of the rights of ASSIGNEE thereto, as may be reasonably appropriate. If ASSIGNOR does not, within thirty (30) days of presentment, return the requested executed documents, then ASSIGNEE is hereby granted a limited

power of attorney to execute all such documents on behalf of ASSIGNOR in accordance with 37 C.F.R. §3.73. This power of attorney is coupled with an interest and is irrevocable.

4. MISCELLANEOUS PROVISIONS

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

This Assignment shall be governed by the laws of the State of New York, without regard to conflict of law principles.


This Assignment may be executed in two counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but both such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Patent Assignment to be duly signed on their behalf.

ASSIGNOR:


NOVARTIS PHARMA AG

By: 

Print Name : Mark Flanger

Title: Chief of Legal, Research & Development

Date: 10 Dec 2018

By: 

Print Name : Michael Stierwald

Title: European Patent Attorney

Date: 10.12.2018

WITNESSES

By:  Date: 10.12.2018

Print Name: WIBKE WICHERT

By:  Date: 10.12.2018

Print Name: DAVID DEGEN

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Patent Assignment to be duly signed on their behalf.

ASSIGNEE:

MERO BIOPHARMA 1 LIMITED

By: Chun Poon

Print Name : _____

Title: _____

Date: _____

WITNESSES

By: Flavio Stachman Date: 10-Dec-18

Print Name: Flavio Stachman

By: Louise Wilshaw Date: 10-Dec-2018

Print Name: LOUISE WILSHAW