

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CELLTECH R&D LIMITED	05/22/2018
RECEIVING PARTY DATA		
Name:	UCB BIOPHARMA SPRL	
Street Address:	ALLEE DE LA RECHERCHE, 60	
City:	BRUSSELS	
State/Country:	BELGIUM	
Postal Code:	B-1070	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16615419
CORRESPONDENCE DATA		
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<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>		
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NAME OF SUBMITTER:	FRANK C. EISENSCHENK, PH.D.	
SIGNATURE:	/FRANK C. EISENSCHENK/	
DATE SIGNED:	11/21/2019	
Total Attachments: 7		
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CONFIRMATORY ACKNOWLEDGEMENT, ASSIGNMENT AND UNDERTAKING AGREEMENT

THIS AGREEMENT is made the 21st day of May 2018 between

(1) Gill RENNER ("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 "**Cell Culture Methods**" and identified by the patent family reference number **PF0104** ("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	31 May 2017	1708655.4

(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 intercompany 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 : 16/615,419
and/or PCT Application No : _____
Filing Date : November 21, 2019

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.

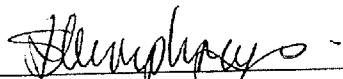
This page remains without signatures on purpose – all signatures are executed on follow-up pages (5-7).

Signed by THE INVENTOR

Gill RENNER

Signature: G. I. Renner

Place: SLOUGH

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:



Yogesh KHATRI
Finance Director

Title:

Signature:

Yogesh Khatri

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 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

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