# 505818476 12/12/2019

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JOHN K. MACLEAN	02/24/2017
BRIAN M. ANDRESEN	02/20/2017
KENNETH J. BARR	02/14/2017
COREY E. BIENSTOCK	02/14/2017
NEVILLE J. ANTHONY	02/16/2017
MATTHEW DANIELS	02/20/2017
KUN LIU	02/21/2017
YUAN LIU	02/14/2017
CATHERINE M. WHITE	02/20/2017
BLAIR T. LAPOINTE	02/20/2017
NUNZIO SCIAMMETTA	02/20/2017
VLADIMIR SIMOV	02/20/2017

#### **RECEIVING PARTY DATA**

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State/Country:	NEW JERSEY
Postal Code:	07065

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16270882

#### CORRESPONDENCE DATA

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NAME OF SUBMITTER:	CHRISTIAN P. STEVENSON
SIGNATURE:	/CHRISTIAN P. STEVENSON/
DATE SIGNED:	12/12/2019
Total Attachments: 15	
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#### ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by John K. MacLean; Brian M. Andresen; Kenneth J. Barr; Corey E. Bienstock; Neville J. Anthony; Matthew Daniels; Kun Liu; Yuan Liu; Catherine M. White; Blair T. Lapointe; Nunzio Sciammetta; and Vladimir Simov (hereinafter referred to as Assignors), residing at 431 Washington Street, Brookline, Massachusetts 02446; 33 Avenue Louis Pasteur, Boston, Massachusetts 02115; 33 Avenue Louis Pasteur, Boston, Massachusetts 02115; 34 Avenue Louis Pasteur, Northborough, Massachusetts 01532; 10 Miner Street, Somerville, Massachusetts 02145; 33 Avenue Louis Pasteur, Boston, Massachusetts 02115; 54 Peace Street, Billerica, Massachusetts 01821; 33 Avenue Louis Pasteur, Boston, Massachusetts 02115; and 33 Avenue Louis Pasteur, Boston, Massachusetts 02115, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in TETRAHYDRONAPHTHYRIDINE, BENZOXAZINE, AZA-BENZOXAZINE AND RELATED BICYCLIC COMPOUNDS FOR INHIBITION OF RORgamma ACTIVITY AND THE TREATMENT OF DISEASE, set forth in U.S. Application No. 15/103,414, filed on June 10, 2016; and International Patent Application No. PCT/US2014/071671, filed on December 19, 2014, (collectively, Applications for Letters Patent); and

WHEREAS, Merck Sharp & Dohme Corp., a corporation organized under and pursuant to the laws of New Jersey, having its principal place of business at 126 East Lincoln Avenue, Rahway, New Jersey 07065 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Applications for Letters Patent, and in and to any Letters Patent to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and Applications for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said

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applications, any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and any provisional patent applications to which said Applications for Letters Patent claim priority (including U.S. Provisional Patent Application Serial No. 61/919,120, filed December 20, 2013), and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and Applications for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

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AND Assignors hereby request the Commissioner for Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

#### GOODWIN PROCTER LLP

All practitioners at Customer Number 051414

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

LYC-062

24" + +	Date	ann a strada viticio.	John K. MacLean
	Witness:		
Z4 <sup>br</sup> Date	February 2017	м. <u>чалалталар</u> ия	SETA BRA.
OR			/
United Kingdom County of Fown of		) _) ss.: _)	
On this	day of		, before me
personally came	John K. MacLe		, to me known to be the individual
lescribed in and wh of the same.	to executed the foregoing	instrumer	t, and acknowledged execution

Bis 10 20 Feb 2017 Date Brian M. Andresen Witness: Date OR United States of America Commonwalth State of ) ss.: County of On this <u>20</u> day of <u>February</u>, personally came <u>Brian M. Andresen</u> , <u>20/7</u>, before me , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same. eanne Falli Notany Public JEANNE F. CALLINAN Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires September 23, 2082

14- Fes-2017

Hennith J. Dann

Date

Kenneth J. Barr

Witness: 201 Date

KAIEN

OR

United States of Ame	rica	)	
State of	2010-2010-2010-2010-2010-2010-2010-2010	Ĵ	SS.:
County of	******	٢	

On this day of , , before me personally came Kenneth J. Barr , to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

PATENT REEL: 051268 FRAME: 0931

2/14/17	$C \neq C$
Date	Corey E. Bienstock

\_\_\_\_\_ Rogar Doto 14/17. Date

OR

United States of Ame	rica )	
State of		ss.:
County of	)	

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, before me personally came \_\_\_\_\_\_ Corey E. Bienstock \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Neutle J. Anthony FRBMARY 16 2017 Date

Witness: February 162017 Maypetitor

OR

United States of Ame	rica	)
State of		) ss.:
County of		)

On this \_\_\_\_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_\_ Neville J. Anthony \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

2/20	V17 Date		Matthew	W Daniels	and a second second second
W 2/20 Date	$\frac{1}{2077}$		1th the	i A	
OR					
United States of Ame State of County of	rica	) ) ss.: )			
On this personally came described in and who of the same.	day of Matthey executed the fore	v Daniels egoing instrum	, to me know ent, and acknowle	, before me on to be the indivi edged execution	

Notary Public

ter<sup>14</sup>

02/21/2017 Date

Kun Liu

Date

United States of America Lommonwealth-State of 8S.: County of day of Te \_\_\_, before me On this nuar Kun Liu , to me known to be the individual personally came described in and who executed the foregoing instrument, and acknowledged execution of the same. linan Notary Public COMMONWEACTH OF MASSACHUSETTS My Commission Expires September 23, 2022

	02-14-2017			ynor	
	Date		Yuan Liu		
	Witness:				
2/14/20	17		Me: Wa		
Date					
<b>OR</b> United States of Am	erica	)			
State of	unca	) ss.:			
County of	*****************	)			
On this	day of		,	, before me	
personally came		Yuan Liu		known to be the individual	
	o executed th	ne foregoing instrum	ent, and ack	nowledged execution	
of the same.					

2/201

Athenne Catherine M. White

Date

United States of America Commonwealth state of SS.: County of day of February Catherine M. White 2017, before me , to me known to be the individual On this personally came described in and who executed the foregoing instrument, and acknowledged execution of the same. allin Nøtary Public JEANNE F. CALLINAN Notery Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires September 23. 2022

2-20-2017 en. BlairO Lapointe Date

Date

United States of America Common wealth State of ) ss.: County of \_20 \_\_\_\_\_, <u>2017</u>, before me \_\_\_\_\_, to me known to be the individual On this day of <u>February</u> Blair T. Lapointe personally came described in and who executed the foregoing instrument, and acknowledged execution of the same. Notary Public JEANNE F. CALLINAN Notary Public OMMONWEALTH OF MASSACHUSETTS JEANNE F CALLINA My Commission Expires September 23, 2022 Notary Public COMMONWEATH OF MASSACHUS My Commission Expires September 23, 2022

N. Sata all 02-20-2017 Date Nunzio Sciammetta

Date

Commonwealth United States of America State of <u>Massachusells</u> ) so County of <u>Suffalk</u>	:
On this <u>AO</u> day of <u>February</u> personally came <u>Nunzio Sciammetta</u> described in and who executed the foregoing inst	, to me known to be the individual
of the same.	Jeanné Callinan
JEANNE F. GALLINAN Notary Fiduc My Commission Expired September 33 2022	JEANNE F. CALLINAN Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission, Expires September 23, 2022

	2/20/2017 Date Vladimir Simov	
	Witness:	
	Date	
	OR	
Commonwealtn	United States of America State of <u>Massachuzetts</u> ) ss.: County of <u>Suffolk</u> ) On this <u>20</u> day of <u>February</u> , <u>2017</u> , before me personally came <u>Vladimir Simov</u> , to me known to be the individu described in and who executed the foregoing instrument, and acknowledged execution of the same.	ıal
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