

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5922412

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ARGENX SE	05/05/2017
RECEIVING PARTY DATA		
Name:	ARGENX BVBA	
Street Address:	INDUSTRIEPARK 7	
City:	ZWIJNAARDE	
State/Country:	BELGIUM	
Postal Code:	9052	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15854312
CORRESPONDENCE DATA		
Fax Number:	(857)300-4001	
<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:	(857) 300-4000	
Email:	leslie.roberts@lathropgpm.com, internalip@lathropgage.com	
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Address Line 4:	BOSTON, MASSACHUSETTS 02109	
ATTORNEY DOCKET NUMBER:	598262:AGX5-006ADVCN-4OF4	
NAME OF SUBMITTER:	JAMES H. VELEMA	
SIGNATURE:	/James H. Velema/	
DATE SIGNED:	01/22/2020	
Total Attachments: 27		
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ARGENX S.E.

&

ARGENX BVBA

GLOBAL IP ASSIGNMENT

5 MAY 2017

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GLOBAL IP ASSIGNMENT

dated 5 MAY 2017

PARTIES

1. **argenx SE**, a European public company with limited liability (*Societas Europaea* or *SE*) (formerly argenx N.V. and argenx B.V.), incorporated under the laws of the Netherlands, with its corporate seat in Rotterdam and with registered office at Willemstraat 5, 4811 AH Breda, the Netherlands, registered with the trade register of the Dutch Chamber of Commerce under number 24435214 (herein referred to as *Assignor*);
2. **argenx BVBA**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of Belgium, with registered office at Industriepark 7, 9052 Zwijnaarde, Belgium, registered with the Crossroads Bank of Enterprises under company number 0818.292.196(RPR Ghent) (herein referred to as *Assignee*);

(each a *party* and together, the *parties*)

Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 4.

WHEREAS:

- (A) The Assignor is the beneficial owner and/or registered proprietor of the Rights and party to the Licenses.
- (B) The Assignor has agreed to assign the Rights and the Licenses to the Assignee and the Assignee has agreed to acquire the Rights and the Licenses as per 1 January 2017 (the *Assignment*).
- (C) The Assignor and the Assignee wish to confirm the terms and conditions of the Assignment in this Agreement.

IT IS AGREED:

1. ASSIGNMENT

1.1 In consideration of the payment of the Final Consideration by the Assignee to the Assignor, the Assignor hereby assigns to the Assignee, and the Assignee hereby acquires, assumes, acknowledges and accepts, effective as per 1 January 2017 (the *Assignment Date*), subject to the terms and conditions of any licences granted from and to third parties, all its rights, obligations, title and interests in relation to the Rights and Licenses, including:

- (a) all statutory and common law rights and obligations attaching to the Rights, together with the goodwill of the business relating to the goods and services in respect of which the Rights are registered or used;

- (b) all statutory and common law rights and obligations attaching to Licenses and other agreements to the Rights, together with the goodwill of the business relating to the goods and services in respect of which the Licenses are registered or used; and
- (c) the right to sue (and to retain damages recovered) in respect of any infringement or unauthorised use of the Rights or Licenses that may have occurred before the date of this Agreement.

2. WARRANTIES

2.1 The Assignor warrants that it has the right to assign the Rights and Licenses to the Assignee.

2.2 With the sole exception of the warranty in clause 2.1, nothing in this Agreement shall be construed as a warranty or representation by the Assignor that any of the Rights or Licenses is valid or enforceable.

2.3 The Assignor shall not, on or after the date of this Agreement, use the Know-How or disclose it to any third party except to the extent that:

- (a) the Know-How enters the public domain, other than through breach of this clause 2.3;
- (b) the Assignor must use or disclose the Know-How to comply with applicable Law or the order of a court of competent jurisdiction; or
- (c) the Assignee permits that use or disclosure in writing.

3. INDEMNITIES

3.1 The Assignor shall indemnify and hold harmless the Assignee against all Costs incurred by the Assignee in connection with any claim against the Assignee which results from a breach by the Assignor of the warranties in clause 2.1.

4. LIMITATION OF LIABILITY

4.1 Notwithstanding any other provision of this Agreement, neither party shall be in breach of, or under any liability to make any payment to the other party in respect of, this Agreement to the extent that the breach or payment obligation arises as a result of any breach by the other party of its obligations under this Agreement.

4.2 Neither party shall be liable to the other party for:

- (a) any loss of profits, revenue, use, contracts, business, anticipated savings, goodwill or reputation, or loss of, or damage to, data, in each case whether direct or indirect;
- (b) any Costs that are not reasonably foreseeable or any loss or damage of any kind that is, in either case, indirect or consequential; or
- (c) any Costs that are incurred by the other party as a result of the first party's breach of its obligations under this Agreement where that breach was, in whole or in part, caused by the act or omission of a third party.

5. FORCE MAJEURE

5.1 Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations under this Agreement to the extent that the failure or delay results from a Force Majeure Event.

6. LEGAL RELATIONSHIP

6.1 Nothing in this Agreement shall constitute a partnership between the parties nor make either party the agent of the other party for any purpose.

7. COSTS

7.1 Except as otherwise provided in this Agreement, each party shall pay its own Costs incurred in connection with negotiating, preparing and completing this Agreement.

8. PAYMENTS

8.1 The Final Consideration shall be paid as follows:

- (a) On the date of this Agreement an amount equal to the Initial Consideration shall be paid by the Assignee to the Assignor;
- (b) At the latest five (5) Business Days following the determination of the Adjustment Amount in accordance with Clause 10.3 or Clause 10.4 as the case may be:
 - (i) The Assignor shall pay the Adjustment Amount to the Assignee, if the Adjustment Amount is a positive number;
 - (ii) The Assignee shall pay the absolute value of the Adjustment Amount to the Assignor if the Adjustment Amount is a negative number.

8.2 Any payment to be made pursuant to this Agreement shall be made through bookings on the current account between the parties.

9. FURTHER ASSURANCES

9.1 The Assignor shall, at the Assignee's Cost, do all such things and actions and sign all such documents that are required by Law or may be reasonably necessary, in the opinion of the Assignee, in order to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement and to transfer all obligations to the Assignee all obligations to be assumed by the Assignee under this Agreement and to otherwise implement and give effect to this Agreement.

9.2 The Assignor hereby grants an irrevocable power of attorney to the Assignee to act in its name and on its behalf, with the power of substitution (*met het recht van indeplaatsstelling*) authorising the Assignee to execute all such documents and deeds as the Assignee in its sole discretion may determine necessary or useful in respect of this Agreement.

9.3 The Assignor shall by way of a registration and perfection of this Agreement as soon as reasonably practicable upon signing of this Agreement request to record all of the assignment of Rights over the Intellectual Property Rights with the relevant Intellectual Property Registers in all of the jurisdictions where the Rights are registered.

9.4 The Assignor is entitled to present this Agreement and any other document pursuant thereto in order to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement and to otherwise implement and give effect to this Agreement.

10. POST SIGNING PROTOCOL AND DETERMINATION OF THE ADJUSTMENT AMOUNT

10.1 All current agreements between the parties in relation to the Rights and Licenses are hereby terminated. Parties shall do anything that is required by Law or may be reasonably necessary in the opinion of any of the parties, to give effect to such termination.

10.2 As of the Assignment Date, the Assignor is deemed (i) to have held and to have exercised fully all rights, title and interest and to have performed, payed and discharged fully all the obligations under the License and Rights on behalf – and at the expense – of the Assignee, (ii) to have entered into arrangements, including subcontracting, sublicensing, subleasing, back-to-back agreement, or other similar arrangement for the account of the Assignee, and (iii) to have conveyed the economic rights and obligations relating to the Licenses and Rights to the Assignee.

10.3 On a date not later than 31 July 2017 (the **Determination Date**), the parties shall in good faith determine for the period from the Assignment Date up to and including the Determination Date the difference between (i) the aggregate amount of all Costs incurred by the Assignor, directly or indirectly, in connection with any License or Right and (ii) the aggregate amount of all income received by the Assignor in connection with any License or Right (such difference being the **Adjustment Amount**).

10.4 In the event that no agreement can be found between the parties regarding the Adjustment Amount, each party has the right to refer the determination of the Adjustment Amount to Deloitte Deloitte Bedrijfsrevisoren/Reviseurs d'entreprises BV CVBA (the **Independent Accountant**) for resolution of the matter in dispute or areas for clarification. If the Independent Accountant refuses to conduct its mission in accordance with the previous paragraph or, having such mission, becomes unable to complete it, then the parties shall us all reasonable endeavours to agree on the appointment of an independent firm of internationally recognized chartered accountants. Failing agreement on such designation within five (5) Business Days after notice of such refusal or inability, either party may request an auditor from an internationally recognised audit firm, who has no contractual or regular relations with any of the parties, to be appointed by the Charming of the Council of the Belgian *Institut des Réviseurs d'entreprises* who shall then assume the role of Independent Accountant.

10.5 The determination by the Independent Accountant shall constitute an expert decision within the meaning of article 1592 of the Belgian Civil Code and be final and binding on the parties, save in the event of fraud or manifest material error. Without prejudice to any other rights which they may respectively have under this Agreement, the parties expressly waive, to the extent permitted by law, any rights of recourse they may otherwise have to challenge it. Furthermore, each party shall give the Independent Accountant the necessary support and documentation, as may be required by the Independent Accountant.

10.6 Unless otherwise agreed (i) any payment received by the Assignor following the Determination Date in connection with the Licenses or the Rights shall forthwith be transferred to the Assignee, and (ii) any Cost incurred by the Assignor following the Determination Date in connection with the Licenses or Rights shall be reimbursed by the Assignee.

11. NOTICES

11.1 Any notice to be given by one party to the other party in connection with this Agreement shall be in writing in English and signed by or on behalf of the party giving it. It shall be delivered by hand, email, registered post or courier using an internationally recognised courier company.

11.2 A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by email. Where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

12. CONFLICT WITH OTHER AGREEMENTS

If there is any conflict between the terms of this Agreement and any previous agreement between the parties, including but not limited to the previous services agreements between the parties, the terms of this Agreement shall prevail.

13. WHOLE AGREEMENT

13.1 This Agreement sets out the whole agreement between the parties in respect of the subject matter of this Agreement and supersedes any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to its subject matter. It is agreed that:

- (a) no party has relied on or shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of the other party in relation to the subject matter of this Agreement that is not expressly set out in this Agreement;
- (b) the only right or remedy of a party in relation to any provision of this Agreement shall be for breach of this Agreement; and
- (c) except for any liability in respect of a breach of this Agreement, neither party shall owe any duty of care or have any liability in tort or otherwise to the other party in relation to the subject matter of this Agreement.

13.2 Nothing in this clause 13 shall limit any liability for fraud or fraudulent misrepresentation.

14. WAIVERS

14.1 No failure to exercise, or delay in exercising, any right under this Agreement or provided by Law shall affect that right or operate as a waiver of the right. The single or partial exercise of any right under this Agreement or provided by Law shall not preclude any further exercise of it.

14.2 The rights and remedies of the Assignee under this Agreement shall not be affected, and the Assignor's liability under this Agreement shall not, subject to compliance with the notice requirements in this Agreement, be released, discharged or impaired by the expiry of any limitation period prescribed by Law.

15. VARIATIONS

15.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of all of the parties to it.

15.2 If this Agreement is varied:

- (a) the variation shall not constitute a general waiver of any provisions of this Agreement;
- (b) the variation shall not affect any rights, obligations or liabilities under this Agreement that have already accrued up to the date of variation; and
- (c) the rights and obligations of the parties under this Agreement shall remain in force, except as, and only to the extent that, they are varied.

16. INVALID TERMS

16.1 Each of the provisions of this Agreement is severable.

16.2 If and to the extent that any provision of this Agreement:

- (a) is held to be, or becomes, invalid or unenforceable under the Law of any jurisdiction; but
- (b) would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Agreement, nor the validity or enforceability of that provision under the Law of any other jurisdiction, shall in any way be affected or impaired as a result of this clause.

16.3 The parties shall negotiate in good faith to amend or replace any invalid, void or unenforceable provision with a valid, binding and enforceable substitute provision or provisions, so that, after the amendment or replacement, the commercial effect of the Agreement is as close as possible to the effect it would have had if the relevant provision had not been invalid, void or unenforceable.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement and any non-contractual obligations arising out of, or in connection with, it shall be governed by, and interpreted in accordance with, Belgian law.

17.2 The Belgian courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement (including claims for set-off and counterclaims). For these purposes each party irrevocably submits to the jurisdiction of the Belgian courts, more in particular to the commercial court in Ghent and waives any objection to the exercise of that jurisdiction.

18. TERMINATION

18.1 The parties waive the right to set aside (*vernietigen*), dissolve (*ontbinden*) or otherwise terminate (*beëindigen*) this Agreement.

18.2 Termination of this agreement shall not affect Assignee accrued rights at the time of termination.

SCHEDULE 1

DESIGNS

Date	Number	Title

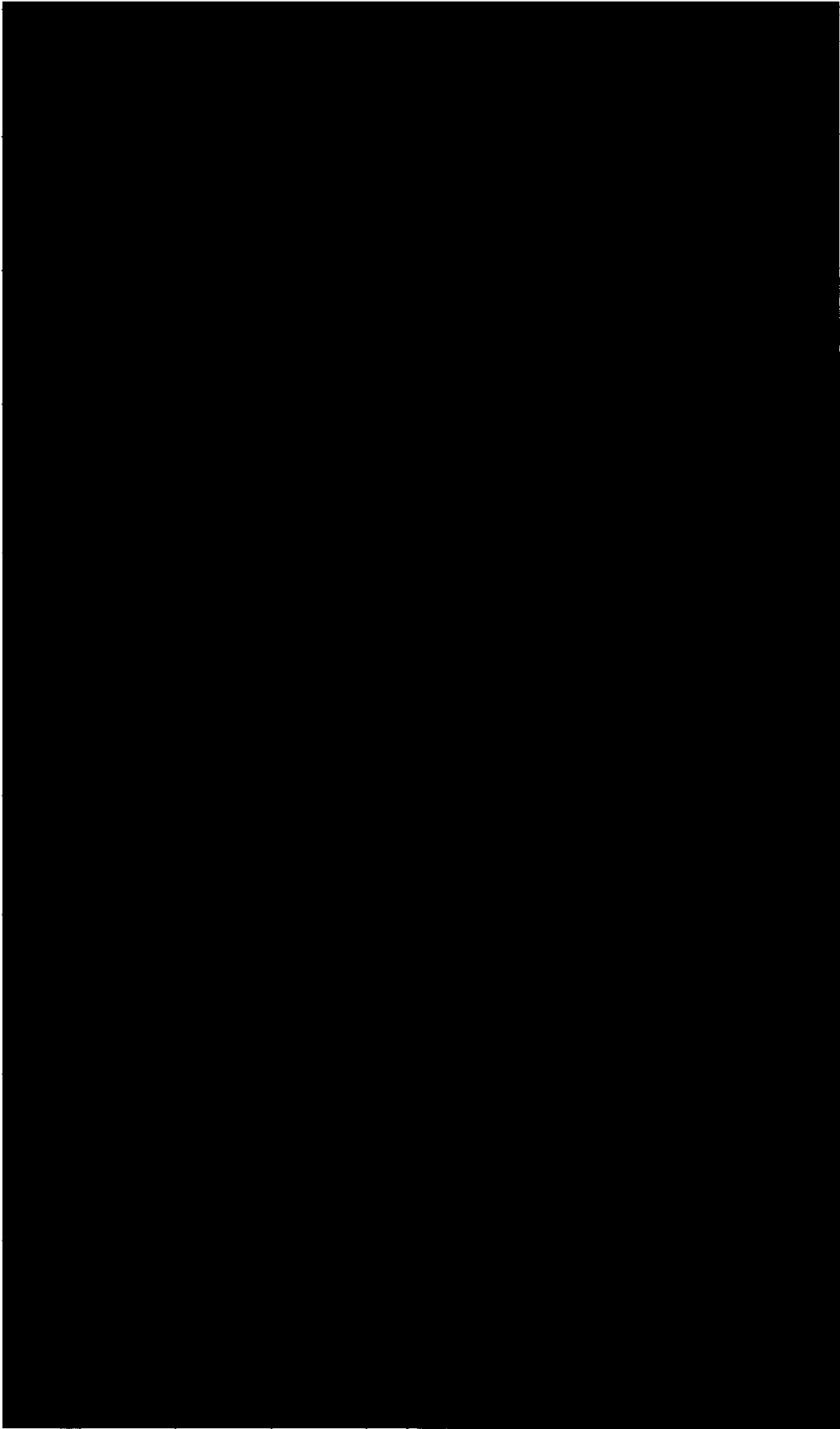
SCHEDULE 2
PATENTS & PATENT APPLICATIONS

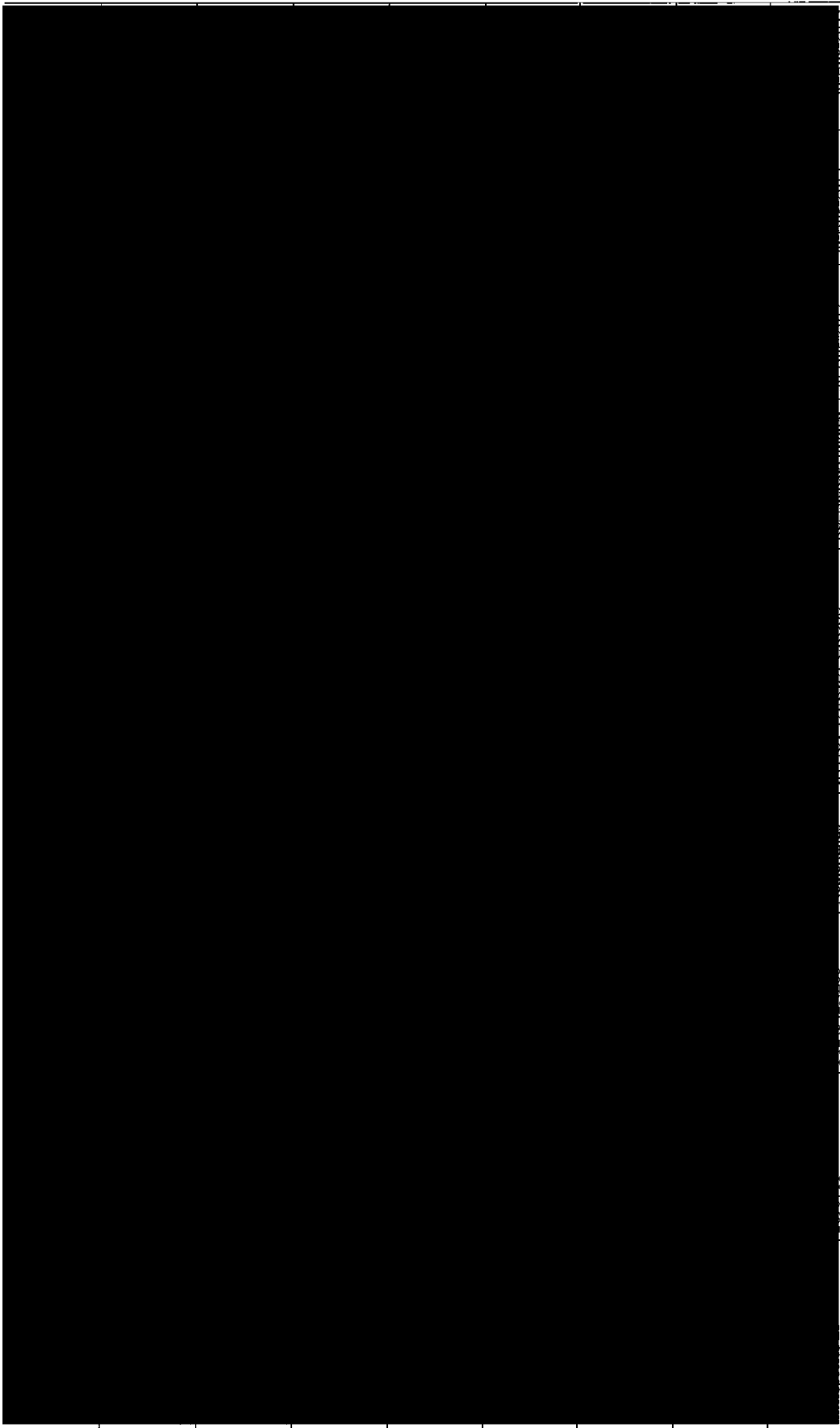
Client Ref	Official No	BWT Case Ref	Country	Title	Status (external Case)	Next Renewal Date	Filing Date	Expiry Date

BRU8962653/1 163871-0008

Platform US	8444976	P100233US02	United States of America	ANTIGEN BINDING POLYPEPTIDES	Registered/Granted	21-Nov-2020	02-Jul-2009	10-Jun-2030
Platform US	8524231	P100233US03	United States of America	ANTIGEN BINDING POLYPEPTIDES	Registered/Granted	03-Mar-2017	02-Jul-2009	24-Jul-2029
Platform US	9428580	P100233US04	United States of America	ANTIGEN BINDING POLYPEPTIDES	Registered/Granted	29-Feb-20	02-Jul-2009	18-Mar-2033
Platform US	9221918	P100233US05	United States of America	ANTIGEN BINDING POLYPEPTIDES	Registered/Granted	29-Jun-2019	02-Jul-2009	02-Jul-2029
Platform US	9315576	P100233US06	United States of America	ANTIGEN BINDING POLYPEPTIDES	Registered/Granted	19-Oct-2019	02-Jul-2009	02-Jul-2029
Platform US	9346891	P100233US07	United States of America	ANTIGEN BINDING POLYPEPTIDES	Registered/Granted	24-Nov-2019	02-Jul-2009	02-Jul-2029
Platform US	15/094471	P100233US08	United States of America	ANTIGEN BINDING POLYPEPTIDES	Application Published		02-Jul-2009	

			of America	Published	
Chimeric antigens US	14/354715	P120001US01	United States of America	Examination in Progress	05-Nov-2012
Conserved US	14/415370	P120795US00	United States of America	Examination in Progress	19-Jul-2013

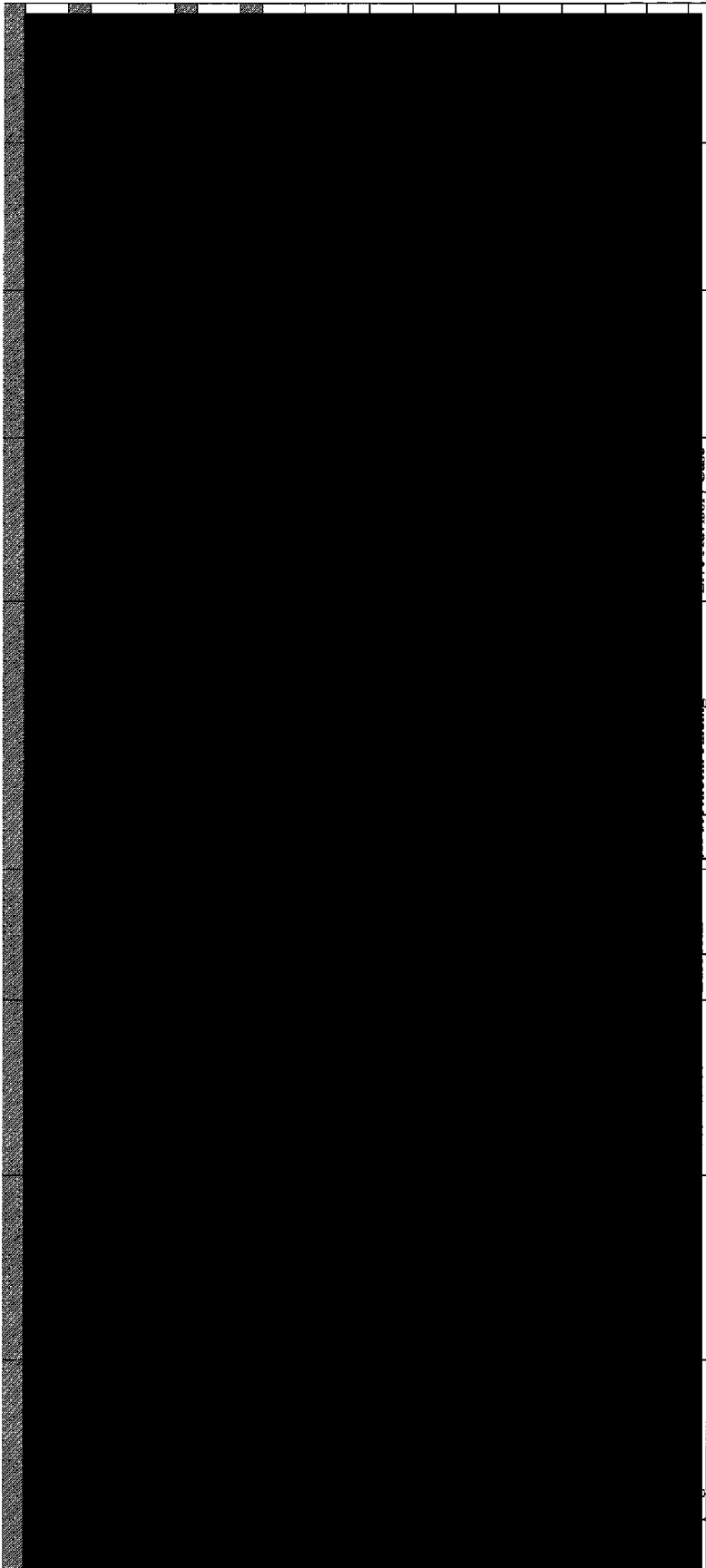




Interspecies US	14/420039	P124542US01	United States of America	METHOD FOR PRODUCING ANTIBODY MOLECULES HAVING INTER-SPECIES, INTRA-TARGET CROSS-REACTIVITY	Examination in Progress	30-Aug-2013
Immune Library	14/419881	P124543US01	United States of America	HIGHLY DIVERSE COMBINATORIAL ANTIBODY LIBRARIES	Examination in Progress	02-Sep-2013
Ion Channels US	14/913984	P128614US00	United States of America	ANTIBODIES REACTIVE WITH ION CHANNELS	Examination in Progress	05-Sep-2014

FeRn 1	14/580771	P131165US01	United States of America	FCRN ANTAGONISTS AND METHOD OF USE	Application Published	23-Dec-2014
FeRn 1		P131165US02	United States of America	FCRN ANTAGONISTS AND METHOD OF USE	Application to be Filed	23-Dec-2014
Bispecific US	15/503602	P133846US00	United States of America	BISPECIFIC ANTIBODIES	Application Filed	20-Aug-2015
c-Met Combo USPri	14/832333	P136907US01	United States of America	COMBINATION THERAPY	Examination in Progress	21-Aug-2015
FeRn2 US 02	15/064195	P139435US01	United States of America	METHODS OF REDUCING SERUM LEVELS OF FC-CONTAINING AGENTS USING FCRN ANTAGONISTS	Application Filed	08-Mar-2016

[illegible]



SCHEDULE 3

TRADE MARKS

[See document(s) attached]

SCHEDULE 4

DEFINITIONS AND INTERPRETATION

1. Definitions. In this Agreement, the following words and expressions shall have the following meanings:

Adjustment Amount has the meaning set out in Clause 10.3;

Assignment Date has the meaning set out in Clause 1.1;

Business Day means a day other than a Saturday, Sunday or public holiday in Belgium and/or the Netherlands, on which banks are open in Belgium and/or the Netherlands for general commercial business;

Costs means losses, damages, costs (including reasonable legal costs on an indemnity basis) and expenses (including taxes), in each case of any nature whatsoever;

Designs means the registered designs and applications for registered designs set out in Schedule 1;

Determination Date has the meaning set out in Clause 10.3;

Final Consideration means the Initial Consideration as adjusted by the Adjustment Amount;

Force Majeure Event means any circumstance beyond a party's reasonable control, including:

- (a) any act of God, flood, earthquake or other natural disaster;
- (b) any act of terrorism, riot, war, sanction, embargo or breaking-off of diplomatic relations;
- (c) any collapse of buildings, fire, explosion or accident;
- (d) any Law or action taken by a Governmental Authority, including imposing an export or import restriction, quota or prohibition, or failing to grant, or revoking, a necessary licence or consent;
- (e) interruption or failure of any utility service; and

Governmental Authority means any administrative, executive, judicial, legislative, regulatory, licensing, competition or other governmental authority having applicable jurisdiction;

Independent Accountant has the meaning set out in Clause 10.4;

Initial Consideration means an amount of € 79,901,185.00;

Intellectual Property Rights means:

- (a) patents, utility models and rights in inventions;

- (b) rights in each of: know-how, confidential information and trade secrets;
- (c) trade marks, service marks, rights in logos, trade names, rights in each of get-up and trade dress, rights to sue for passing off (including trade mark-related goodwill), rights to sue for unfair competition, and domain names;
- (d) copyright, moral rights, database rights, rights in designs, and semiconductor topography rights;
- (e) any other intellectual property rights; and
- (f) all rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in paragraphs (a) to (e) above,

in each case: (i) anywhere in the world; (ii) whether unregistered or registered (including, for any of them, all applications, rights to apply and rights to claim priority) and (iii) including, in respect of any of them, all divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals;

Intellectual Property Registers means any appropriate register in which or authority with which any of the Rights is or can be registered;

Know How means all industrial, technical or commercial:

- (a) know-how, information, knowledge and experience;
- (b) formulae, data, drawings, designs, specifications, manuals, test reports, procedures, research and report manuals; and
- (c) manufacturing and quality control processes;

in any form, whether stored electronically or otherwise, that relate to the Products and that are in the Assignor's possession;

Law means any statute, law, rule, regulation, guideline, ordinance, code or rule of law issued, administered or enforced by any Governmental Authority, and any judicial or administrative interpretation of any of these;

Licenses means all licenses and other agreements in relation to Intellectual Property Rights entered into by or on behalf of the Assignor;

Patents means the patents and patent applications set out in Schedule 2;

Rights means the Intellectual Property Rights owned by the Assignor, including the Trade Marks, Patents, Designs and Know-How;

Trade Marks means the trade mark registrations and applications for registration set out in Schedule 3;

Working Hours means 9.30am to 5.30pm in the relevant location on a Business Day.

2. Interpretation. In this Agreement, unless the context requires otherwise:

- (a) references to a *person* include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (in any case, whether or not it has separate legal personality);
- (b) references to a paragraph, clause or Schedule are to those of this Agreement;
- (c) headings do not affect its interpretation;
- (d) the singular shall include the plural and vice versa, and references to one gender include all genders;
- (e) references to any legal term or concept shall, in respect of any jurisdiction other than Belgium, be construed as references to the term or concept that most nearly corresponds to it in that jurisdiction;
- (f) the parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of interpretation arises, this Agreement shall be interpreted as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this Agreement;
- (g) references to € or euros are references to the lawful currency from time to time of the Eurozone;
- (h) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as merely illustrative and shall not limit the sense of the words preceding those terms;
- (i) a party may perform its obligations under this Agreement itself or through its Affiliates, and in the latter case the party shall procure that the relevant Affiliates perform those obligations; and

3. Schedules. The Schedules comprise schedules to this Agreement and form part of this Agreement.

4. Inconsistencies. If there is any inconsistency between any definition set out in this Schedule and a definition set out in any clause or any other Schedule, then, for the purposes of construing that clause or Schedule, the definition set out in that clause or Schedule shall prevail

SIGNATURE

This Agreement is signed by authorised representatives of the parties:

argenx SE

Name: Tim Van Hauwermeiren

Title: authorized officer (CEO)

Date: 5 May 2017

Signature:



argenx SE

Name: Eric Castaldi

Title: authorized officer (CFO)

Date: May 5th, 2017

Signature:



argenx bvba

Name: argenx SE, represented by Tim van Hauwermeiren

Title: manager (zaakvoerder)

Date: 5 May 2017

Signature:

