### 506039775 04/30/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6086490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
KEVIN DOYLE	03/12/2015
AMANDA VAN DE POEL	03/12/2015
GRAHAM JONES	03/12/2015
DAVID WATSON	03/12/2015
JAQUELINE MACRITCHIE	03/12/2015
NICHOLAS PALMER	03/11/2015

## **RECEIVING PARTY DATA**

Name:	BIOFOCUS DPI LTD	
Street Address:	CHESTERFORD RESEARCH PARK	
Internal Address:	SAFFRON WALDEN	
City:	ESSEX CB10 LXL	
State/Country:	UNITED KINGDOM	

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

Property Type	Number
Application Number:	16855522

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	INMD-132/05US 315953-3731	
NAME OF SUBMITTER:	JASON VALENTINE	
SIGNATURE:	/Jason C. Valentine/	
DATE SIGNED:	04/30/2020	

# Total Attachments: 6 source=INMD-132-05US\_Assignment\_1-of-5#page1.tif source=INMD-132-05US\_Assignment\_1-of-5#page2.tif source=INMD-132-05US\_Assignment\_1-of-5#page3.tif source=INMD-132-05US\_Assignment\_1-of-5#page4.tif source=INMD-132-05US\_Assignment\_1-of-5#page5.tif source=INMD-132-05US\_Assignment\_1-of-5#page6.tif

THIS CONFIRMATORY ASSIGNMENT is made the 23rd day of January 2015 (the "Effective Date") (12-month date from earliest priority date)

### BY AND BETWEEN

Kevin DOYLE; Amanda VAN DE POËL; Graham JONES; David WATSON; and Jaqueline MACRITCHIE; all British Indian ©cean Territory citizens of BioFocus, Chesterford Research Park, Little Chesterford, Saffron Walden Essex CB10 1XL, United Kingdom; and Nicholas PALMER (British Indian Ocean Territory citizen) c/o BioFocus, Chesterford Research Park, Little Chesterford, Saffron Walden Essex CB10 1XL, United Kingdom (the "Inventor(s)")

### AND

BIOFOCUS DPI LTD, a company incorporated in England and Wales under no. 04622227, with registered office address at Chesterford Research Park, Saffron Walden, Essex CB10 1XL ("BioFecus")

### Recitals

### **WHEREAS**

- A. The Inventor(s) has/have made certain inventions (the "Inventions") in respect of which the patent application(s) specified in the attached Schedule have been filed (the "Patent Application(s)").
- B. The Inventor(s) was/were at all relevant times an employee of BioFocus.

### NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the amounts paid to the Inventor(s) pursuant to their contract of employment with BioFocus, the Inventor(s) hereby confirms that by virtue of his/her employment with BioFocus, he/she has assigned and does hereby assign, with full title guarantee, free from all and any charges or other third party rights, to BioFocus absolutely all his/her right, title and interest in and to the Inventions, the Patent Application(s) and any Patents; any divisions, continuations and continuations-in-part of the Patent Application(s); any re-issues, re-examinations, or extensions of any and all Patents; the right to file patent applications directly in the name of BioFocus or an affiliated company of BioFocus (in countries or regions where filings are permissible); and the right to claim priority rights deriving from the Patent Application(s (collectively, the "Rights"), whether now existing or hereafter arising, to the full end of the term for which the Rights have been granted, reissued, re-examined or extended and in so far as there may be any outstanding Rights that have not been assigned to BioFocus. Inventor (s) warrants that the Rights are unencumbered. The Inventor(s) acknowledge that BioFocus shall have the rights to further assign or otherwise transfer any or all of the Rights to any third party and the Inventor waives any right of first refusal that they may have for acquiring such Rights. The Inventor(s) further acknowledge that insofar as and solely to the extent that the Rights apply to India, the amount paid to the Inventor(s) pursuant to their contract of employment includes nominal consideration of One Dollar (\$1.00).
- 2. The Inventor(s) each hereby agrees with BioFocus that their assignment to BioFocus includes, but is not limited to, any and all causes of action, claims, demands or other rights, occasioned from or because of any and all past and future infringement of any of the Patent Applications, including all rights to recover damages, profits and injunctive relief for infringement of any of the Patent Application(s).
- 3. The Inventor(s) hereby agrees with BioFocus that they will execute such further documents and give such assistance at the expense of BioFocus as BioFocus may require:

- a) to secure the vesting in BioFocus of all rights in the Patent Application(s) and in such parties to whom BioFocus may assign its rights in the Patent Application(s);
- b) to defeat any challenge to the validity of and resolve any questions concerning the Patent Application(s); and
- c) to apply for, prosecute and obtain patent or similar protection in the United States and all other countries of the world for an invention embodied by the Patent Application(s), including the right to claim convention priority from such application(s) and including, without limitation, cooperating in any proceedings involving examinations, re-examinations, reissues, opposition and cancellation proceedings, interferences, infringement proceedings, court actions and the like.
- 4. The Inventor(s), on behalf of itself and its successors, assigns, nominees, or other legal representatives, does hereby covenant and agree with BioFocus that they shall, at the expense of BioFocus, execute and sign all such lawful instruments, applications and documents and do all such lawful acts and things as may reasonably be required by BioFocus to enable BioFocus or its successors, nominees or assigns to enjoy the full benefit of the rights assigned by this agreement.
- 5. The Inventor(s), on behalf of itself and its successors, assigns, nominees, or other legal representatives, does hereby authorize BioFocus, its successors, assigns, or nominees, including its patent agents, to amend the present assignment document to insert of correct the filing date, serial number of other identifying information of the Patent Application(s) and/or Patents as may be needed to record same.
- 6. BioFocus accepts the above assignment.
- 7. This assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

Any attorney of record is authorized and requested by the execution of this assignment to insert into this assignment any further information necessary for recordation of this document.

This agreement has been entered into on the date stated at the beginning of it.

Signed at: CHESTERFORD RESEARCH PARK

Date: 12th MARCH 2015

Kevin DQYLE

Witnessed by:

PGittin PANL GITTINS

Name:

Date: 12th MARCH 2015

Date: 12H MARCH 2015

Amanda VAN DE POËL

Witnessed by:

P. G. HT -S PAUL GITTINS

Date: 12th MARCH 2015

Graham JONES

Witnessed by:

P.G. HT R PAUL GITTINS
Name:

Date: 12th MARCH 2015

Jaqueline MACRITCHIE

Witnessed by:

P.G. HILB.

**David WATSON** 

Witnessed by:

Name:

Date:		MAR	<u>u</u>	2015
	I.	almo	s granama	
Nichol	as I	ALM	ER	•
Witness	sed l	by:		

Name:

PAUL GITTINS
NOTARY PUBLIC
18 PRIORY STREET
CAMBRIDGE CB4 3QH
MY COMMISSION DOES NOT EXPIRE

Signed at: CRESTERFORD Date: 12th MARKON 2015

Signed for and on behalf of

**BIOFOCUS DPI LTD** 

Name: Kate Hilyard

Title: Authorised Signatory, Managing Director BioFocus

Witnessed by: P. G. W. W. Name: PAL G. TTIMS

**PATENT** 

REEL: 052540 FRAME: 0911

# THE SCHEDULE

THE PATENT APPLICATION(S)					
AstraZeneca Case No:	Application Ref:	Country	Filing Type	Application No. and/or Title of Invention	Filing Date
200167-AR-NP	A	Argentina	National	20150100202	23 Jan 2015
200167-BO-NP	В	Bolivia	National	SP00006-2015	23 Jan 2015
200167-ET-NP	C	Ethiopia	National	CERTAIN (2S)-N- [(1S)-1-CYANO-2- PHENYLETHYL]- 1,4-OXAZEPANE-2- CARBOXAMIDES AS DIPEPTIDYL PEPTIDASE I INHIBITORS	Not available yet
200167-WO-PCT	D	International	PCT	PCT/GB2015/050155	23 Jan 2015
200167-LB-NP	E	Lebanon	National	10549	23 Jan 2015
200167-PY-NP	F	Paraguay	National	2227/2015	27 Jan 2015
200167-PK-NP	G	Pakistan	National	12/2015	8 Jan 2015
200167-TW-NP	Н	Taiwan	National	104102345	23 Jan 2015
200167-UY-NP	I	Uruguay	National	35963	23 Jan 2015
200167-US-NP	J	USA	National	14/601371	21 Jan 2015
200167-VE-NP	K	Venezuela	National	000067-2015	23 Jan 2015
200167-BS-NP	L*	Bahamas	National	CERTAIN (2S)-N- [(1S)-1-CYANO-2- PHENYLETHYL]- 1,4-OXAZEPANE-2- CARBOXAMIDES AS DIPEPTIDYL PEPTIDASE I INHIBITORS	Not available yet
200167-JM-NP	M*	Jamaica	National	18/1/5647	07 Jan 2015

Patent Application(s) referenced A to K inclusive claim priority from the following US Provisional Application(s)

Application No.	Filing Date
61/931090	24 January 2014

RECORDED: 04/30/2020

Patent Application(s) referenced L\* and M\* do not claim priority