

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6229692

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROSETTA BIOSCIENCES, INC.	06/03/2020
RECEIVING PARTY DATA	
Name:	TAKEDA PHARMACEUTICAL COMPANY LIMITED
Street Address:	1-1, DOSHOMACHI 4-CHOME, CHUO-KU
Internal Address:	OSAKA-SHI
City:	OSAKA
State/Country:	JAPAN
Postal Code:	5410045
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9518022
Patent Number:	10195189
Application Number:	62956509
Application Number:	62956513
CORRESPONDENCE DATA	
Fax Number:	(415)442-1001
<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:	4154421000
Email:	peter.roidmaier@morganlewis.com
Correspondent Name:	MORGAN, LEWIS & BOCKIUS LLP (SF)
Address Line 1:	ONE MARKET, SPEAR STREET TOWER, SUITE 30
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	100965 TO 008073-02
NAME OF SUBMITTER:	PETER F. ROIDMAIER
SIGNATURE:	/Peter F. Roidmaier/
DATE SIGNED:	07/31/2020
Total Attachments: 5	
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PATENT

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Intellectual Property Assignment**”), is made and entered into June 3, 2020, by and between Prosetta Biosciences, Inc., a Delaware corporation (“**Assignor**”) and Takeda Pharmaceutical Company Limited, a corporation organized under the laws of Japan (“**Assignee**”), pursuant to that certain Asset Purchase Agreement, dated March 31, 2020, by and between Assignor and Assignee (the “**Asset Purchase Agreement**”). For purposes of this Intellectual Property Assignment, Assignor and Assignee are sometimes each individually referred to herein as, a “**Party**”, or collectively, the “**Parties**”. Capitalized terms not otherwise defined herein have the means given to them in the Asset Purchase Agreement.

RECITALS

A. Assignor desires to assign to Assignee any and all intellectual property that Assignor currently owns and is used in connection with, or necessary for the Exploitation of Compounds and Products in the Field, and Assignee desires to receive from Assignor such assignment; and

B. Pursuant to Section 4.2(a)(ii) of the Asset Purchase Agreement, Assignor shall execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the foregoing preambles, which are incorporated with and made a part of this Intellectual Property Assignment, and in further consideration of the respective representations, warranties, covenants, agreements and conditions contained herein, the Parties, intending to be legally bound, agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned Patents**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (collectively, the “**Patents**”);

(b) the right to claim priority to the filing date of the Patents;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. For the avoidance of doubt, this Intellectual Property Assignment does not assign, transfer or convey any of Assignor's rights to receive Milestone Payments or Royalty Payments pursuant to this terms of the Asset Purchase Agreement.

4. Validity. If any provision of this Intellectual Property Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Intellectual Property Assignment shall otherwise remain in full force and effect and enforceable

5. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

7. Consent to Jurisdiction. Any dispute, controversy or claim arising out of or relating to this Intellectual Property Agreement shall be settled in accordance with Section 11.11 of the Asset Purchase Agreement.

8. Counterparts. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail, or in "pdf" or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

PROSETTA BIOSCIENCES, INC.

By: 

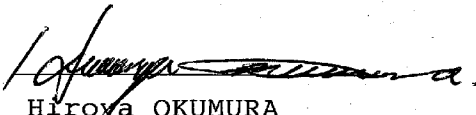
Name: Vishwanath R. Lingappa

Title: CEO

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Intellectual Property Assignment as of the date first above written.

ASSIGNEE:

**TAKEDA PHARMACEUTICAL COMPANY
LIMITED**

By: 
Name: Hiroya OKUMURA
Title: Global Head of IP

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Filing Date
Anti-HIV Compounds	U.S.	US 9,518,022	December 15, 2015
2-Phenethenyltetrahydro Isoquinolines Useful as Anti-HIV Compounds	U.S.	US 10,195,189	June 14, 2017
Anti-ALS Compounds	U.S.	US 62/956,509	January 2, 2020
Anti-ALS Compounds	U.S.	US 62/956,513	January 2, 2020