

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6231090

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BRISTOL-MYERS SQUIBB COMPANY	02/22/2016
RECEIVING PARTY DATA		
Name:	VIIV HEALTHCARE UK (NO.4) LIMITED	
Street Address:	980 GREAT WEST ROAD	
City:	BRENTFORD, MIDDLESEX	
State/Country:	UNITED KINGDOM	
Postal Code:	TW8 9GS	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16983052
CORRESPONDENCE DATA		
Fax Number:	(610)917-6934	
<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>		
Email:	us_cipkop@gsk.com	
Correspondent Name:	GLAXOSMITHKLINE	
Address Line 1:	1250 SOUTH COLLEGEVILLE ROAD	
Address Line 2:	INTELLECTUAL PROPERTY - UP4110	
Address Line 4:	COLLEGEVILLE, PENNSYLVANIA 19426	
ATTORNEY DOCKET NUMBER:	BMS12295TC3D1 US	
NAME OF SUBMITTER:	AUDREY BOYD	
SIGNATURE:	/Audrey Boyd/	
DATE SIGNED:	08/03/2020	
Total Attachments: 6		
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ViiV Healthcare UK (No.4) Limited
980 Great West Road
Brentford
Middlesex
TW8 9GS

Bristol-Myers Squibb Company
345 Park Avenue
New York, New York 10154-0037

Dear Sirs

Development Patent Assignment Agreement, etc.: correction of typographical errors

We refer to the Development Asset Purchase Agreement dated December 18, 2015 between Bristol-Myers Squibb Company ("BMS") and ViiV Healthcare UK Limited ("VHUK") (the "Development APA").

In accordance with the Development APA, VHUK nominated ViiV Healthcare UK (No.4) Limited ("VHUK4") as a Buying Affiliate (as defined in the Development APA). Pursuant to that nomination, VHUK4 entered into certain Other Transaction Documents (as defined in the Development APA), including:

- o the Development Patent Assignment Agreement dated February 22, 2016 (the "Assignment Agreement") (as Assignee);
- o the Development Intellectual Property License Agreement dated February 22, 2016 (the "License Agreement") (as Buyer); and
- o the Development Services Agreement dated February 22, 2016 (the "Services Agreement") (as Buyer).

Due to a typographical error, VHUK4 was incorrectly named in these Other Transaction Documents as "ViiV Healthcare (No.4) Limited". The same typographical error applies to references to VHUK4 made in other documents entered into in connection with the transactions contemplated by the Development APA (including documents to which VHUK4 is not a party).

The purpose of this letter is to confirm that all references to "ViiV Healthcare (No.4) Limited" in Other Transaction Documents (including in particular the Assignment Agreement, the License Agreement and the Services Agreement), or any other document entered into in connection with the transactions contemplated by the Development APA, are, and should be read as, references to ViiV Healthcare UK (No.4) Limited.

Yours faithfully

Acknowledged and agreed

for and on behalf of
ViiV Healthcare UK (No.4) Limited

for and on behalf of
Bristol-Myers Squibb Company

Registered in England and Wales
No. 09921/35
Registered Office
980 Great West Road
Brentford Middlesex TW8 9GS

www.viivhealthcare.com

DEVELOPMENT PATENT ASSIGNMENT AGREEMENT

This DEVELOPMENT PATENT ASSIGNMENT AGREEMENT (this "Agreement") is made as of February 22, 2016, by BRISTOL-MYERS SQUIBB COMPANY, a Delaware corporation ("Assignor") in favor of VIIV HEALTHCARE (NO. 4) LIMITED, a limited liability company registered in England and Wales ("Assignee")

WHEREAS, Assignor and Assignee are parties to that certain Development Asset Purchase Agreement, effective as of December 18, 2015, by and between Assignor and Assignee (the "Purchase Agreement");

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, assign, transfer, convey, and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor, certain intellectual property as defined therein; and

WHEREAS, Assignor is the owner and/or applicant for registration of certain Patents specifically identified in Schedule A attached hereto (the "Assigned Patents");

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under all Assigned Patents, including, without limitation, any reissues, divisions/divisionals, continuations, continuations-in-part, extensions, provisional or supplemental protection certificates, renewals and reexaminations thereof, all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, including the right to claim priority from the Assigned Patents under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements to which the United States is a party and which afford similar priority-claiming privileges, throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with the right to collect royalties, products and proceeds in connection with any of the foregoing and the right to sue for any past, present or future infringement, misappropriation or other violation thereof and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Assigned Patents.

2. Recordation. Assignor hereby consents to and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Agreement and to issue any and all patents or certificates of

invention which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein. Assignee shall have the right to file patent applications included in the Assigned Patents in any country.

3. Further Acts. Assignor will assist Assignee (at Assignee's sole cost and expense) in connection with any such recording, and shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things necessary or useful for the procurement, maintenance, enforcement and defense of any Assigned Patent, or for any proceeding, including interference, opposition proceedings, post-issuance patent challenges and other proceedings under the U.S. Leahy-Smith America Invents Act, in each case in connection with any Assigned Patent in any country, including the filing of such assignments, agreements, documents and instruments, but, in each case, only if and to the extent Assignee may reasonably request in order to fulfill the purposes and intent of this Agreement. Assignor shall promptly forward to Assignee any correspondence or other communication from any patent office or any counsel employed by Assignor in connection with any of the Assigned Patents.

4. Conflicts In the event of any conflict, ambiguity or inconsistency between the terms set out in this Agreement and the Purchase Agreement (including, without limitation, any schedule hereto or thereto), the terms of the Purchase Agreement shall govern and control, including with regard to any representations, warranties, covenants, or indemnities included in the Purchase Agreement.

5. Successors. - This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

6. Counterparts This Agreement may be executed in one or more counterparts (including by means of telecopied portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same agreement.

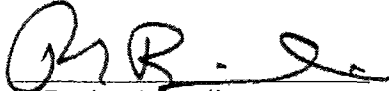
7. Governing Law All questions concerning the construction, validity and interpretation of this Agreement, including Schedule A hereto, will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of New York

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed by its authorized representative as of the day and year first above written.

ASSIGNOR:

BRISTOL-MYERS SQUIBB COMPANY

By. 

Name: Paul R. Biondi

Title: Senior Vice President, Business
Development

[Signature Page to Development Patent Assignment Agreement]

PATENT
REEL: 053380 FRAME: 0663

IN WITNESS WHEREOF Assignor and Assignee have caused this Agreement to be duly executed by its authorized representative as of the day and year first above written.

ASSIGNOR:

BRISTOL-MYERS SQUIBB COMPANY

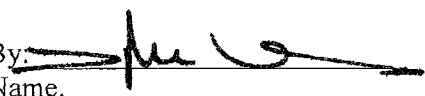
By: _____

Name:

Title:

ASSIGNEE:

VIIV HEALTHCARE (NO. 4) LIMITED

By: 

Name:

Title: Jerome Andries
CEO, Viiv Healthcare

2. HIV Maturation - BMS-986173

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: TRITERPENOIDS WITH HIV MATURATION INHIBITORY ACTIVITY (BMS '173)						
12295-AR-NP	Argentina	P150101078	09 Apr 2015			Pending
12295-EP-EPT	European Procedure (Patents)	PCT/US2015/025029	09 Apr 2015			Pending
12295-GC-NP	Gulf Cooperation Council	GCC/P/2015/29210	09 Apr 2015			Pending
12295-TW-NP	Taiwan	104111466	09 Apr 2015			Pending
12295-US-NP	United States Of America	14/682179	09 Apr 2015			Pending
12295-US-PSP	United States Of America	61/978306	11 Apr 2014			Expiry date
12295-UY-NP	Uruguay	36070	09 Apr 2015			Pending
12295-VE-NP	Venezuela					Pending
12295-WO-PCT	International Procedure	PCT/US2015/025029	09 Apr 2015			Pending

3. HIV Maturation – BMS-955176

Docket No.	Country	Filing No.	Filing Date	Grant No.	Grant Date	Case Status
Title: C-17 AND C-3 MODIFIED TRITERPENOIDS WITH HIV MATURATION INHIBITORY ACTIVITY (BMS'176)						
11696-AR-NP	Argentina	P120100314	31 Jan 2012			Publication
11696-AU-PCT	Australia	2012212509	27 Jan 2012			Pending
11696-BR-PCT	Brazil	1120130194197	27 Jan 2012			Pending
11696-CA-PCT	Canada	2826113	27 Jan 2012			Pending
11696-CL-PCT	Chile	2185/13	27 Jan 2012			Publication
11696-CN-PCT	China	201280014966 X	27 Jan 2012			Publication
11696-CO-PCT	Colombia	13203030	27 Jan 2012	1275	27 Feb 2015	Grant
11696-DZ-PCT	Algeria	130529	27 Jan 2012			Pending
11696-EA-EAT	Eurasian Procedure	201391127	27 Jan 2012			ALLOWANCE
11696-EG-PCT	Egypt	1240/2013	27 Jan 2012			Pending
11696-EP-	European	12702947 8	27 Jan			Publication