

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6270117

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MICHAEL CLARK	05/22/2019
GUY BEMIS	05/23/2019
MICHAEL BOYD	05/22/2019
KISHAN CHANDUPATLA	05/23/2019
PHILIP COLLIER	05/30/2019
HONGBO DENG	05/31/2019
WARREN DORSCH	05/23/2019
RUSSELL R. HOOVER	06/13/2019
MAC ARTHUR JOHNSON JR.	05/22/2019
MARINA PENNEY	06/18/2019
STEVEN RONKIN	06/13/2019
DARIN TAKEMOTO	06/20/2019
QING TANG	06/17/2019
NATHAN D. WAAL	06/20/2019
TIANSHENG WANG	06/13/2019

RECEIVING PARTY DATA

Name:	VERTEX PHARMACEUTICALS INCORPORATED
Street Address:	50 NORTHERN AVENUE
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02210

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17004109

CORRESPONDENCE DATA

Fax Number: (617)426-6567

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.

Phone: 6177287100

Email:	BOSpatents@dechert.com
Correspondent Name:	DECHERT LLP
Address Line 1:	ONE INTERNATIONAL PLACE
Address Line 2:	100 OLIVER STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02110-2605

ATTORNEY DOCKET NUMBER:	394927-021USC1 (175738)
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NAME OF SUBMITTER:	ANDREA L.C. REID
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SIGNATURE:	/Andrea L.C. Reid/
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DATE SIGNED:	08/27/2020
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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Total Attachments: 10

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**COMBINED DECLARATION (37 CFR § 1.63) AND ASSIGNMENT (DUAL PURPOSE)
FOR UTILITY OR DESIGN PATENT APPLICATION USING AN APPLICATION DATA SHEET**

DECLARATION:

The within-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

ASSIGNMENT:

WHEREAS, we, the undersigned,

Michael CLARK, c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Guy BEMIS, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Michael BOYD, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Kishan CHANDUPATLA, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Philip COLLIER, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Hongbo DENG, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Warren DORSCH, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Russell R. HOOVER, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Mac Arthur JOHNSON, Jr., of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Marina PENNEY, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Steven RONKIN, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Darin TAKEMOTO, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Qing TANG, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Nathan D. WAAL, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

Tiansheng WANG, of c/o Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, Massachusetts 02210, USA;

are inventors of the invention described and claimed in "**ANTIPROLIFERATION COMPOUNDS AND USES THEREOF**" and hereby execute an application for a patent of the United States, having Application No. **16/391,419**, filing date of **April 23, 2019**, and

are also aware of the following priority application:

62/661,744, filing date of **April 24, 2018**;

WHEREAS, **VERTEX PHARMACEUTICALS INCORPORATED** (hereinafter termed "Assignee"), having a place of business at **50 Northern Avenue, Boston, Massachusetts 02210, USA**, desires to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by us (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt and sufficiency of which is acknowledged by us to have been received in full from said Assignee:

1. We do hereby sell, assign, transfer and convey unto said Assignee, and/or confirm prior assignment, transfer, or conveyance unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. We hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by us shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by us in providing such cooperation shall be paid for by said Assignee.

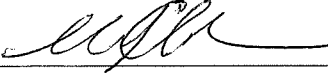
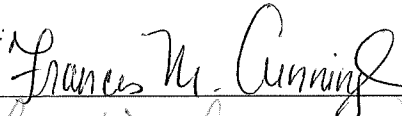

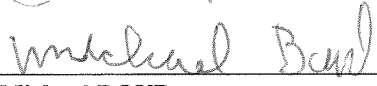


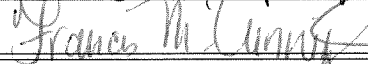



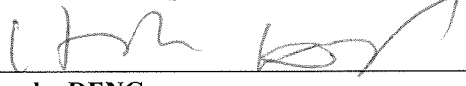

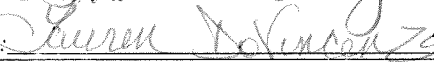

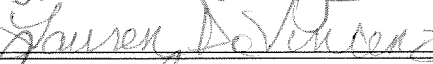





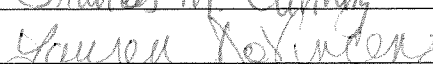
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon us, our respective heirs, legal representatives and assigns.

4. We hereby warrant and represent that we have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, we have executed and delivered this instrument to said Assignee.

VERTEX PHARMACEUTICALS INCORPORATED ("Assignee")

By: Kerry A. Flynn
Name: Kerry A. Flynn
Title: VP + Chief IP Counsel
Date: July 10, 2019

By: <u></u> Michael CLARK Date: <u>05-22-2019</u>	By: _____ Guy BEMIS Date: _____
WITNESSES: Signature: <u></u> Signature: <u></u>	WITNESSES: Signature: _____ Signature: _____
By: <u></u> Michael BOYD Date: <u>7/8/2019</u>	By: <u></u> Kishan CHANDUPATLA Date: <u>05-23-2019</u>
WITNESSES: Signature: <u></u> Signature: <u></u>	WITNESSES: Signature: <u></u> Signature: <u></u>
By: <u></u> Philip COLLIER Date: <u>5/30/2019</u>	By: <u></u> Hongbo DENG Date: <u>05/31/2019</u>
WITNESSES: Signature: <u></u> Signature: <u></u>	WITNESSES: Signature: <u></u> Signature: <u></u>
By: <u></u> Warren DORSCH Date: <u>5-23-2019</u>	By: <u></u> Russell R. HOOVER Date: <u>6/13/19</u>
WITNESSES: Signature: <u></u> Signature: <u></u>	WITNESSES: Signature: <u></u> Signature: <u></u>

By: <u>Mac Arthur Johnson, Jr.</u> Mac Arthur JOHNSON, Jr. Date: <u>22 May 2019</u> WITNESSES: Signature: <u>Frances M. Cunningham</u> Signature: <u>Sharon DeVincenzo</u>	By: <u>Marina PENNEY</u> Marina PENNEY Date: <u>18 June 2019</u> WITNESSES: Signature: <u>Frances M. Cunningham</u> Signature: <u>Sharon DeVincenzo</u>
By: <u>Steven RONKIN</u> Steven RONKIN Date: <u>6/13/2019</u> WITNESSES: Signature: <u>Frances M. Cunningham</u> Signature: <u>Sharon DeVincenzo</u>	By: <u>Darin TAKEMOTO</u> Darin TAKEMOTO Date: <u>20 June 2019</u> WITNESSES: Signature: <u>Frances M. Cunningham</u> Signature: <u>Sharon DeVincenzo</u>
By: <u>Qing TANG</u> Qing TANG Date: <u>6/17/2019</u> WITNESSES: Signature: <u>Frances M. Cunningham</u> Signature: <u>Sharon DeVincenzo</u>	By: <u>Nathan D. WAAL</u> Nathan D. WAAL Date: <u>6/20/19</u> WITNESSES: Signature: <u>Frances M. Cunningham</u> Signature: <u>Sharon DeVincenzo</u>
By: <u>Tiansheng WANG</u> Tiansheng WANG Date: <u>6/13/2019</u> WITNESSES: Signature: <u>Frances M. Cunningham</u> Signature: <u>Sharon DeVincenzo</u>	

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VERTEX PHARMACEUTICALS INCORPORATED ("Assignee")

By: Kerry A. Flynn
Name: Kerry A. Flynn
Title: VP + Chief IP Counsel
Date: July 10, 2019

By: _____ Michael CLARK	By: _____ Guy BEMIS
Date: _____	Date: <u>23 May 19</u>
WITNESSES:	WITNESSES:
Signature: _____	Signature: <u>Thoung Clark</u>
Signature: _____	Signature: <u>Thoung Clark</u>
By: _____ Michael BOYD	By: _____ Kishan CHANDUPATLA
Date: _____	Date: _____
WITNESSES:	WITNESSES:
Signature: _____	Signature: _____
Signature: _____	Signature: _____
By: _____ Philip COLLIER	By: _____ Hongbo DENG
Date: _____	Date: _____
WITNESSES:	WITNESSES:
Signature: _____	Signature: _____
Signature: _____	Signature: _____
By: _____ Warren DORSCH	By: _____ Russell R. HOOVER
Date: _____	Date: _____
WITNESSES:	WITNESSES:
Signature: _____	Signature: _____
Signature: _____	Signature: _____

<p>By: _____ Mac Arthur JOHNSON, Jr.</p> <p>Date: _____</p> <p>WITNESSES:</p> <p>Signature: _____</p> <p>Signature: _____</p>	<p>By: _____ Marina PENNEY</p> <p>Date: _____</p> <p>WITNESSES:</p> <p>Signature: _____</p> <p>Signature: _____</p>
<p>By: _____ Steven RONKIN</p> <p>Date: _____</p> <p>WITNESSES:</p> <p>Signature: _____</p> <p>Signature: _____</p>	<p>By: _____ Darin TAKEMOTO</p> <p>Date: _____</p> <p>WITNESSES:</p> <p>Signature: _____</p> <p>Signature: _____</p>
<p>By: _____ Qing TANG</p> <p>Date: _____</p> <p>WITNESSES:</p> <p>Signature: _____</p> <p>Signature: _____</p>	<p>By: _____ Nathan D. WAAL</p> <p>Date: _____</p> <p>WITNESSES:</p> <p>Signature: _____</p> <p>Signature: _____</p>
<p>By: _____ Tiansheng WANG</p> <p>Date: _____</p> <p>WITNESSES:</p> <p>Signature: _____</p> <p>Signature: _____</p>	