

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6344675

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
BAYER HEALTHCARE LLC		09/15/2020
RECEIVING PARTY DATA		
Name:	ELANCO US INC.	
Street Address:	2500 INNOVATION WAY	
City:	GREENFIELD	
State/Country:	INDIANA	
Postal Code:	46140	
PROPERTY NUMBERS Total: 23		
Property Type	Number	
Patent Number:	6562007	
Patent Number:	6787568	
Patent Number:	7011839	
Patent Number:	7713537	
Patent Number:	7955632	
Patent Number:	8114455	
Patent Number:	8293265	
Patent Number:	8512787	
Patent Number:	8865240	
Patent Number:	8927006	
Patent Number:	9381155	
Patent Number:	9820977	
Application Number:	15730565	
Application Number:	11948306	
Application Number:	11296181	
Application Number:	61102774	
Application Number:	61260309	
Application Number:	62783434	
Application Number:	09320027	
Application Number:	09727117	

PATENT

Property Type	Number
Application Number:	11845447
Application Number:	60315406
Application Number:	09669514

CORRESPONDENCE DATA

Fax Number: (317)433-6353

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: 3172774100

Email: michele.lyons@elanco.com

Correspondent Name: ELANCO ANIMAL HEALTH

Address Line 1: 2500 INNOVATION WAY

Address Line 4: GREENFIELD, INDIANA 46140

ATTORNEY DOCKET NUMBER:	LLC TO INC
NAME OF SUBMITTER:	MICHELE LYONS
SIGNATURE:	/Michele Lyons/
DATE SIGNED:	10/12/2020

Total Attachments: 4

source=159 - US - Patent Assignment Agreement (Bayer HC to Elanco US) (Executed by Bayer)#page1.tif

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PATENT CONFIRMATORY ASSIGNMENT AGREEMENT

This **PATENT CONFIRMATORY ASSIGNMENT AGREEMENT** (the "Agreement"), dated as of September 15, 2020 (the "Effective Date"), is made by and between Bayer HealthCare LLC ("Assignor") and Elanco US, Inc. ("Assignee").

WHEREAS, in connection with the transactions between Assignor and Assignee, on the terms and subject to the conditions set forth herein, Assignor desires to sell, assign and transfer, and Assignee desires to accept the sale, assignment and transfer of, the patents and patent applications set forth on Schedule A (collectively, the "Transferred Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Transferred Patents. Assignor hereby confirms the sale, assignment and transfer to Assignee, and Assignee hereby confirms its acceptance of the sale, assignment and transfer from Assignor of, (a) all of Assignor's right, title and interest in and to the Transferred Patents set forth in Schedule A and (b) all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to the Transferred Patents, including the right to sue for past, present or future infringement of such Transferred Patents and to retain any damages and profits due or accrued for any such past, present or future infringement of such Transferred Patents, in each case, subject to licenses, covenants not to sue or other rights granted as of or prior to the Effective Date.

2. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents in the United States Patent and Trademark Office and any corresponding official of any other jurisdiction or organization whose duty it is to issue patents or any legal equivalent thereof, to record this Agreement and record Assignee as the assignee of all of Assignor's right, title and interest in and to the Transferred Patents in the appropriate jurisdiction and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications. The parties hereby acknowledge and affirm that their respective rights in and to the Transferred Patents are more fully set forth in the definitive documentation for the relevant transactions. In the event of any conflict between the terms of this Agreement and the terms of such definitive documentation for the relevant transactions, the terms of such definitive documentation for the relevant transactions shall control.


3. Miscellaneous. EXCEPT AS SET FORTH IN ANOTHER AGREEMENT BETWEEN ASSIGNOR (OR ANY OF ITS AFFILIATES) AND ASSIGNEE (OR ANY OF ITS AFFILIATES), THE TRANSFERRED PATENTS ARE SOLD, ASSIGNED AND TRANSFERRED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Confirmatory Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

Bayer HealthCare LLC

By: 
Name: Deny-Jean Silny
Title: Attorney-in-fact

ASSIGNEE:

Elanco US, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Patent Confirmatory Assignment Agreement to be executed as of the date first written above.


ASSIGNOR:

Bayer HealthCare LLC

By: _____
Name: Deny-Jean Silny
Title: Attorney-in-fact

ASSIGNEE:

Elanco US, Inc

By:  _____
Name: Darlene Quashie Henry
Title: Secretary

SCHEDULE A TRANSFERRED PATENTS

App. Date	App. No.	Pub. Date	Pub. No.	Issue Date	Patent No.	Abandon Date	Registered Owner	Status	Country
2000-09-28	09/672391	--	--	2003-05-13	6562007	--	Bayer HealthCare LLC	04 - active	US
2000-11-27	09/723,064	--	--	2004-09-07	6787568	--	Bayer HealthCare LLC	04 - active	US
2002-12-04	10/309918	--	--	2006-03-14	7011839	--	Bayer HealthCare LLC	04 - active	US
2002-08-28	10/485670	--	--	2010-05-11	7713537	--	Bayer HealthCare LLC	04 - active	US
2007-11-14	11/940106	2008-03-27	2008/0075759	2011-06-07	7955632	--	Bayer HealthCare LLC	04 - active	US
2011-05-25	13/115,919	--	--	2012-02-14	8114455	--	Bayer HealthCare LLC	04 - active	US
2009-07-20	12/506165	2009-11-12	2009/0280159	2012-10-23	8,293,265	--	Bayer HealthCare LLC	04 - active	US
2005-12-07	13/396555	--	--	2013-08-20	8512787	--	Bayer HealthCare LLC	04 - active	US
2013-08-14	13/967182	2013-12-12	US 2013-0331348 A1	2014-10-21	8865240	--	Bayer HealthCare LLC	04 - active	US
2010-11-10	12/943810	--	--	2015-01-06	8927006	--	Bayer HealthCare LLC	04 - active	US
2014-09-26	14/498447	2015-08-13	2015-0224052	2016-07-05	9381155	--	Bayer HealthCare LLC	04 - active	US
2009-05-22	12/471129	2010-04-08	2010/0087492	2017-11-21	9820977	--	Bayer HealthCare LLC	04 - active	US
2017-10-11	15/730565	2018-03-22	US-2018-0078537-A1	--	--	--	Bayer HealthCare LLC	04 - active	US
2007-11-30	11/948306	2008-05-22	US2008/0115737	--	--	--	Bayer HealthCare LLC	04 - active	US
2005-12-07	11/296181	--	--	--	--	2011-04-28	Bayer HealthCare LLC	03 - inactive	US
2008-10-03	61/102774	--	--	--	--	2009-10-03	Bayer HealthCare LLC	03 - inactive	US
2009-11-11	61/260309	--	--	--	--	2010-11-11	Bayer HealthCare LLC	03 - inactive	US
2018-12-21	62/783434	--	--	--	--	2019-12-27	Bayer HealthCare LLC	03 - inactive	US
1999-05-26	09/320027	--	--	--	--	2008-10-07	Bayer HealthCare LLC ¹	03 - inactive	US
2000-09-25	669514	--	--	--	--	2005-09-09	Bayer HealthCare LLC	03 - inactive	US
2000-11-30	09/727117	--	--	--	--	2009-07-27	Bayer HealthCare LLC	03 - inactive	US
2007-08-27	11/845447	--	--	--	--	2015-12-21	Bayer HealthCare LLC	03 - inactive	US
2001-08-28	315406	--	--	--	--	2002-08-28	Bayer HealthCare LLC	03 - inactive	US

¹ Note to Draft: Such patent is co-owned with Bayer Animal Health GmbH.