

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6450328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
REDX PHARMA PLC	07/29/2017
RECEIVING PARTY DATA	
Name:	LOXO ONCOLOGY, INC.
Street Address:	281 TRESSER BLVD.
Internal Address:	9TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17122103
CORRESPONDENCE DATA	
Fax Number:	(317)276-3861
<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:	patents@lilly.com
Correspondent Name:	ELI LILLY AND COMPANY
Address Line 1:	P. O. BOX 6288
Address Line 2:	PATENT DIVISION
Address Line 4:	INDIANAPOLIS, INDIANA 46206-6288
ATTORNEY DOCKET NUMBER:	X22365D
NAME OF SUBMITTER:	PATRICIA A FOOR
SIGNATURE:	/Patricia A Foor/
DATE SIGNED:	12/15/2020
Total Attachments: 8	
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THIS ASSIGNMENT is made the 29 day of July 2017

- (A) **REDX PHARMA PLC and REDX ONCOLOGY LIMITED** (both in administration) c/o FRP Advisory LLP, 110 Cannon Street, London, EC4N 6EU, UK (together the "Assignor");
- (B) **LOXO ONCOLOGY, INC.** a corporation whose offices are at 281 Tresser Boulevard, 9th Floor Stamford, CT 06901, USA (the "Assignee"); and
- (C) **JASON BAKER and MILES NEEDHAM** both of FRP Advisory LLP, 110 Cannon Street, London, EC4N 6EU, UK (together "Administrators").

BACKGROUND:

- (1) On 24 May 2017, the Administrators were appointed as administrators of the Assignor.
- (2) The Assignor wishes to assign whatever right title and interest it has in the patent applications listed in Schedule 1, and of all PCT applications (including national stages thereof) and domestic patents, patent applications, including continuations, divisionals, continuations-in-part, patents issuing therefrom, including reissues, re-examinations, extensions (such as patent term extensions), supplementary protection certificates, certificates of invention, and the like that derive priority from, or claim the benefit of the filing date of, the patent applications listed in Schedule 1 (the "Patent Applications") and of all new and useful inventions and improvements that are disclosed in the Patent Applications (the "Inventions") to the Assignee. The Patent Applications and the Inventions are collectively referred to as the "Patent Assets."

IT IS AGREED:

- 1. Assignor hereby assigns to Assignee, absolutely, its entire worldwide right, title, and interest in and to the Patent Assets, including the right to file and prosecute, in its own name wherever so permitted by law or in the name of Assignee wherever necessary, patent applications, including corresponding and continuations, divisionals, continuations-in-part, patents issuing therefrom, including reissues, re-examinations, extensions (such as patent term extensions), supplementary protection certificates, certificates of invention, and the like based on any of the Patent Assets, the right to claim priority to any of the Patent Applications pursuant to the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes, the absolute entitlement to any patents granted pursuant to any of the Patent Applications or in respect of the Inventions, and the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any patents granted in relation to any of the Patent Assets, whether occurring before on or after the date of this Assignment. Assignor acknowledges receipt of one pound (£1), and other good and valuable consideration, in consideration for this Assignment.
- 2. Assignor shall, when requested by Assignee and at no cost to Assignor, (i) execute or cause to be executed all rightful oaths, assignments and all other papers necessary and proper to carry out the intent and purpose of this Assignment, (ii) execute all papers necessary in connection with the Patent Applications, and any continuing, divisional, reissue, reexamination or other corresponding application thereof or post-grant proceeding relating thereto and to execute any separate assignment in connection with any such application as Assignee may deem necessary or expedient; and (iii) perform all affirmative acts that may be necessary to obtain a grant of a valid patent to Assignee on any of the Inventions. The Assignor hereby appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the

Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Assignment in relation to the Patent Assets. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this clause and the proprietary interest of the Assignee in the Patent Assets and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.

3. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to any claims, whether known or unknown, suspected or unsuspected, of any nature, including choses in action, that Assignor has or may have against any party for infringement of the Patent Applications, and acknowledges receipt of one pound (£1), and other good and valuable consideration, in consideration for this Assignment.
4. This Assignment is binding upon and inures to the benefit of the successors and assigns of the parties.
5. The Administrators are a party to this agreement in their own capacity solely for receiving and enforcing the obligations, undertakings and waivers on the part of the Assignee. The Administrators have entered into and signed this agreement as agent for and on behalf of the Assignor and the Administrators, their firm, employees and agents shall incur no personal liability whatsoever whether on their own part or in respect of any failure on the part of the Assignor to observe perform or comply with any such obligations hereunder or under or in relation to any associated arrangements or negotiations whether such liability would arise under the Insolvency Act 1986 or otherwise. The Parties acknowledge that the liability under this Agreement of the Assignor and that of the Administrators shall constitute an expense of the administration (within the meaning of rule 3.51 of the Insolvency Rules 2016) and shall have the ranking conferred by paragraph 99(4) of Schedule B1 of the Insolvency Act 1986. However, as to ranking, the Assignee agrees that any claim it may make in respect of any such liability will be subordinated to and will rank in order of priority below each of the expenses of the administration listed in Rule 3.51(2) of the Insolvency Rules 2016 and for sake of clarity the Assignor agrees that the Administrators can pay ahead of LOXO (and with no recourse from LOXO) all creditors of REDX that exist on the Effective Date and owe no duty to the Assignor to protect the value of the charged assets after their appointment ceases.
6. The Assignee agrees that neither the Assignor nor the Administrators shall incur any liability to it by reason of any fault or defect in or in title or otherwise of any or all of the Patent Assets.
7. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
8. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

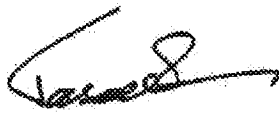
[ASSIGNMENT CONTINUES ON SIGNATURE PAGE]

EXECUTED AND DELIVERED

for and on behalf of REDX PHARMA PLC

(in administration)

by _____ as its deed in the presence of



Signature

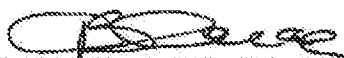
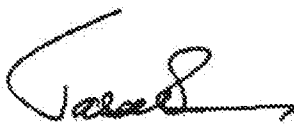
CHARLOTTE QUINCE

Print name

EXECUTED AND DELIVERED

for and on behalf of REDX ONCOLOGY LIMITED (in administration)

by _____ as its deed in the presence of



Signature

CHARLOTTE QUINCE

Print name

EXECUTED AND DELIVERED

for and on behalf of LOXO ONCOLOGY, INC.

by as its deed in the presence of

Signature

Print name

EXECUTED AND DELIVERED

for and on behalf of by one ADMINISTRATOR
for and on behalf of both of them

by as its deed in the presence of



Signature

CHARLOTTE QUINCE

Print name

EXECUTED AND DELIVERED

for and on behalf of **LOXO ONCOLOGY, INC.**

[Handwritten Signature]

by ~~its~~ ^{its} as its deed in the presence of

[Handwritten Signature]

Signature

[Handwritten Signature]

Print name

EXECUTED AND DELIVERED

for and on behalf of by one **ADMINISTRATOR**
for and on behalf of both of them

.....

by as its deed in the presence of

.....

Signature

.....

Print name

Schedule I: Patent Applications

Subject	Country	Application Number	Filing date	Status	Grant date	Expiry date*	Publication Number
Covalent -BTK	Great Britain	GB 1308975.0	May 17, 2013	With-drawn			
Covalent - BTK	Great Britain	GB 1309085.7	May 20, 2013	Expired			
	PCT	PCT/GB2014/051542	May 20, 2014	Expired			WO 2014/188173
Covalent -BTK	Great Britain	GB 1311951.6	July 3, 2013	Expired			GB 2515785
Covalent - BTK	Great Britain	GB 1312901.0	July 18, 2013	Expired			GB 2516303
Covalent - BTK	Great Britain	GB 1404987.8	March 20, 2014	Expired			
	PCT	PCT/GB2015/050819	March 19, 2015	Expired			WO 2015/140566
Non-covalent - BTK	Great Britain	GB 1410430.1	June 11, 2014	Expired			
	PCT	PCT/GB2015/051719	June 11, 2015	Expired			WO 2015/189620

Subject	Country	Application Number	Filing date	Status	Grant date	Expiry date*	Publication Number
	US	US 15/317,323	June 11, 2015 (December 8, 2016 (371))	Pending		June 11, 2035	US 2017012989 7
	Australia	AU2015273 217	June 11, 2015	Pending		June 11, 2035	AU2015273 217
	Canada	CA2951504	June 11, 2015	Pending		June 11, 2035	CA 2951504
	China	CN 2015800431 556	June 11, 2015	Pending		June 11, 2035	CN1066610 35
	EPO	EP 2015072991 0.8	June 11, 2015	Pending		June 11, 2035	EP3154978
	India	IN 2016170421 62	June 11, 2015	Pending		June 11, 2035	
	Japan	JP20165727 34	June 11, 2015	Pending		June 11, 2035	
Non-covalent - BTK	Great Britain	GB 1516445.2	September 16, 2015	Expired			
	Great Britain	GB 1522246.6	December 16, 2015	Expired			
	Great Britain	GB 1613947.9	August 15, 2016	Expired			
	PCT	PCT/GB2016/052897	September 16, 2016	Pending			WO 2017/04660 4
Non-covalent - BTK	Great Britain	GB 1522245.8	December 16, 2015	Expired			

Subject	Country	Application Number	Filing date	Status	Grant date	Expiry date*	Publication Number
	Great Britain	GB 1613945.3	August 13, 2016	Expired			
	PCT	PCT/GB2016/053968	December 16, 2016	Pending			WO 2017/103611

* Expiry date does not take into account any potential extension or termination of term (e.g., patent term adjustment or the filing of terminal disclaimers)