

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6567074

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STEPHEN CONNOLLY	05/03/2015
RECEIVING PARTY DATA		
Name:	ASTRAZENECA UK LIMITED	
Street Address:	2 KINGDOM STREET	
City:	LONDON	
State/Country:	ENGLAND	
Postal Code:	W2 6BD	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17170641
CORRESPONDENCE DATA		
Fax Number:	(202)842-7899	
<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:	2028427800	
Email:	schandy@cooley.com, zpatdcdocketing@cooley.com	
Correspondent Name:	COOLEY LLP ATTN: PATENT GROUP	
Address Line 1:	1299 PENNSYLVANIA AVE, NW	
Address Line 2:	SUITE 700	
Address Line 4:	WASHINGTON, D.C. 20004	
ATTORNEY DOCKET NUMBER:	INMD-132_06US 315953-3926	
NAME OF SUBMITTER:	JONATHAN COUSIN	
SIGNATURE:	/Jonathan M. Cousin/	
DATE SIGNED:	02/23/2021	
Total Attachments: 8		
source=INMD-132_06US Assignment 3 of 5#page1.tif		
source=INMD-132_06US Assignment 3 of 5#page2.tif		
source=INMD-132_06US Assignment 3 of 5#page3.tif		
source=INMD-132_06US Assignment 3 of 5#page4.tif		
source=INMD-132_06US Assignment 3 of 5#page5.tif		

source=INMD-132_06US Assignment 3 of 5#page6.tif

source=INMD-132_06US Assignment 3 of 5#page7.tif

source=INMD-132_06US Assignment 3 of 5#page8.tif

THIS CONFIRMATORY ASSIGNMENT is made the 23rd day of January 2015 (the "Effective Date") (12-month date from earliest priority)

BY AND BETWEEN

Stephen CONNOLLY (GB citizen) c/o AstraZeneca Intellectual Property, AstraZeneca R&D Alderley, Alderley Park, Macclesfield, Cheshire SK10 4TG, United Kingdom (the "Inventor(s)")

AND

ASTRAZENECA UK LIMITED, a company incorporated in England and Wales under No. 3674842 with registered office address at 2 Kingdom Street, London, England W2 6BD ("AstraZeneca")

Recitals

WHEREAS

- A. The Inventor(s) has/have made certain inventions (the "Inventions") in respect of which the patent application(s) specified in the attached Schedule have been filed (the "Patent Application(s)").
- B. The Inventor(s) was/were at all relevant times an employee of AstraZeneca.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the amounts paid to the Inventor(s) pursuant to their contract of employment with AstraZeneca, the Inventor(s) hereby confirms that by virtue of his/her employment with AstraZeneca, he/she has assigned and does hereby assign, with full title guarantee, free from all and any charges or other third party rights, to AstraZeneca absolutely all his/her right, title and interest in and to the Inventions, the Patent Application(s) and any Patents; any divisions, continuations and continuations-in-part of the Patent Application(s); any re-issues, re-examinations, or extensions of any and all Patents; the right to file patent applications directly in the name of AstraZeneca or an affiliated company of AstraZeneca (in countries or regions where filings are permissible); and the right to claim priority rights deriving from the Patent Application(s) (collectively, the "Rights"), whether now existing or hereafter arising, to the full end of the term for which the Rights have been granted, reissued, re-examined or extended and in so far as there may be any outstanding Rights that have not been assigned to AstraZeneca. Inventor(s) warrants that the Rights are unencumbered. The Inventor(s) acknowledge that AstraZeneca shall have the rights to further assign or otherwise transfer any or all of the Rights to any third party and the Inventor waives any right of first refusal that they may have for acquiring such Rights. The Inventor(s) further acknowledge that insofar as and solely to the extent that the Rights apply to India, the amount paid to the Inventor(s) pursuant to their contract of employment includes nominal consideration of One GBP (£1.00).
2. The Inventor(s) each hereby agrees with AstraZeneca that their assignment to AstraZeneca includes, but is not limited to, any and all causes of action, claims, demands or other rights, occasioned from or because of any and all past and future infringement of any of the Patent Applications, including all rights to recover damages, profits and injunctive relief for infringement of any of the Patent Application(s).
3. The Inventor(s) hereby agrees with AstraZeneca that they will execute such further documents and give such assistance at the expense of AstraZeneca as AstraZeneca may require:
 - a) to secure the vesting in AstraZeneca of all rights in the Patent Application(s) and in such parties to whom AstraZeneca may assign its rights in the Patent Application(s);
 - b) to defeat any challenge to the validity of and resolve any questions concerning the Patent Application(s); and
 - c) to apply for, prosecute and obtain patent or similar protection in the United States and all other countries of the world for an invention embodied by the Patent Application(s), including the right to claim convention priority from such application(s) and including, without limitation, cooperating in any

proceedings involving examinations, re-examinations, reissues, opposition and cancellation proceedings, interferences, infringement proceedings, court actions and the like.

4. The Inventor(s), on behalf of itself and its successors, assigns, nominees, or other legal representatives, does hereby covenant and agree with AstraZeneca that they shall, at the expense of AstraZeneca, execute and sign all such lawful instruments, applications and documents and do all such lawful acts and things as may reasonably be required by AstraZeneca to enable AstraZeneca or its successors, nominees or assigns to enjoy the full benefit of the rights assigned by this agreement.

5. The Inventor(s), on behalf of itself and its successors, assigns, nominees, or other legal representatives, does hereby authorize AstraZeneca, its successors, assigns, or nominees, including its patent agents, to amend the present assignment document to insert or correct the filing date, serial number of other identifying information of the Patent Application(s) and/or Patents as may be needed to record same.

6. AstraZeneca accepts the above assignment.

7. This assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

Any attorney of record is authorized and requested by the execution of this assignment to insert into this assignment any further information necessary for recordation of this document.

This agreement has been entered into on the date stated at the beginning of it.

Signed at: Barcelona, Spain

Date: 5/3/2015

Stephen Connolly.
Stephen CONNOLLY

Witnessed by:

Richard Roberts
Name: RICHARD ROBERTS

Signed at: Waltham MA USA Date: 5 May 2015

Meaghan Richmond

Signed for and on behalf of
ASTRAZENECA UK LIMITED

Name: Meaghan RICHMOND

Capacity: Authorised Signatory

Witnessed by:

Kallropi Gantzoudis

Name:

Kallropi Gantzoudis

THE SCHEDULE

THE PATENT APPLICATION(S)					
AstraZeneca Case No:	Application Ref:	Country	Filing Type	Application No. and/or Title of Invention	Filing Date
200167-AR-NP	A	Argentina	National	20150100202	23 Jan 2015
200167-BO-NP	B	Bolivia	National	SP00006-2015	23 Jan 2015
200167-ET-NP	C	Ethiopia	National	CERTAIN (2S)-N-[(1S)-1-CYANO-2-PHENYLETHYL]-1,4-OXAZEPANE-2-CARBOXAMIDES AS DIPEPTIDYL PEPTIDASE I INHIBITORS	Not available yet
200167-WO-PCT	D	International	PCT	PCT/GB2015/050155	23 Jan 2015
200167-LB-NP	E	Lebanon	National	10549	23 Jan 2015
200167-PY-NP	F	Paraguay	National	2227/2015	27 Jan 2015
200167-PK-NP	G	Pakistan	National	12/2015	8 Jan 2015
200167-TW-NP	H	Taiwan	National	10410345	23 Jan 2015
200167-UY-NP	I	Uruguay	National	35963	23 Jan 2015
200167-US-NP	J	USA	National	14/601371	21 Jan 2015
200167-VE-NP	K	Venezuela	National	000067-2015	23 Jan 2015
200167-BS-NP	L*	Bahamas	National	CERTAIN (2S)-N-[(1S)-1-CYANO-2-PHENYLETHYL]-1,4-OXAZEPANE-2-CARBOXAMIDES AS DIPEPTIDYL PEPTIDASE I INHIBITORS	Not available yet
200167-JM-NP	M*	Jamaica	National	18/1/5647	07 Jan 2015

Patent Application(s) referenced A to K inclusive claim priority from the following US Provisional Application(s)

Application No.	Filing Date
61/931090	24 January 2014

Patent Application(s) referenced L* and M* do not claim priority

THIS CONFIRMATORY ASSIGNMENT is made the 23rd day of January 2015 (the "Effective Date") (12-month date from earliest priority)

BY AND BETWEEN

Steven SWALLOW (GB citizen) of AstraZeneca R&D Alderley, Alderley Park, Macclesfield Cheshire, SK10 4TG United Kingdom (the "Inventor(s)")

AND

ASTRAZENECA UK LIMITED, a company incorporated in England and Wales under No. 3674842 with registered office address at 2 Kingdom Street, London, England W2 6BD ("AstraZeneca")

Recitals

WHEREAS

- A. The Inventor(s) has/have made certain inventions (the "Inventions") in respect of which the patent application(s) specified in the attached Schedule have been filed (the "Patent Application(s)").
- B. The Inventor(s) was/were at all relevant times an employee of AstraZeneca.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the amounts paid to the Inventor(s) pursuant to their contract of employment with AstraZeneca, the Inventor(s) hereby confirms that by virtue of his/her employment with AstraZeneca, he/she has assigned and does hereby assign, with full title guarantee, free from all and any charges or other third party rights, to AstraZeneca absolutely all his/her right, title and interest in and to the Inventions, the Patent Application(s) and any Patents; any divisions, continuations and continuations-in-part of the Patent Application(s); any re-issues, re-examinations, or extensions of any and all Patents; the right to file patent applications directly in the name of AstraZeneca or an affiliated company of AstraZeneca (in countries or regions where filings are permissible); and the right to claim priority rights deriving from the Patent Application(s) (collectively, the "Rights"), whether now existing or hereafter arising, to the full end of the term for which the Rights have been granted, reissued, re-examined or extended and in so far as there may be any outstanding Rights that have not been assigned to AstraZeneca. Inventor(s) warrants that the Rights are unencumbered. The Inventor(s) acknowledge that AstraZeneca shall have the rights to further assign or otherwise transfer any or all of the Rights to any third party and the Inventor waives any right of first refusal that they may have for acquiring such Rights. The Inventor(s) further acknowledge that insofar as and solely to the extent that the Rights apply to India, the amount paid to the Inventor(s) pursuant to their contract of employment includes nominal consideration of One GBP (£1.00).
2. The Inventor(s) each hereby agrees with AstraZeneca that their assignment to AstraZeneca includes, but is not limited to, any and all causes of action, claims, demands or other rights, occasioned from or because of any and all past and future infringement of any of the Patent Applications, including all rights to recover damages, profits and injunctive relief for infringement of any of the Patent Application(s).
3. The Inventor(s) hereby agrees with AstraZeneca that they will execute such further documents and give such assistance at the expense of AstraZeneca as AstraZeneca may require:
 - a) to secure the vesting in AstraZeneca of all rights in the Patent Application(s) and in such parties to whom AstraZeneca may assign its rights in the Patent Application(s);
 - b) to defeat any challenge to the validity of and resolve any questions concerning the Patent Application(s); and
 - c) to apply for, prosecute and obtain patent or similar protection in the United States and all other countries of the world for an invention embodied by the Patent Application(s), including the right to claim convention priority from such application(s) and including, without limitation, cooperating in any

proceedings involving examinations, re-examinations, reissues, opposition and cancellation proceedings, interferences, infringement proceedings, court actions and the like.

4. The Inventor(s), on behalf of itself and its successors, assigns, nominees, or other legal representatives, does hereby covenant and agree with AstraZeneca that they shall, at the expense of AstraZeneca, execute and sign all such lawful instruments, applications and documents and do all such lawful acts and things as may reasonably be required by AstraZeneca to enable AstraZeneca or its successors, nominees or assigns to enjoy the full benefit of the rights assigned by this agreement.
5. The Inventor(s), on behalf of itself and its successors, assigns, nominees, or other legal representatives, does hereby authorize AstraZeneca, its successors, assigns, or nominees, including its patent agents, to amend the present assignment document to insert or correct the filing date, serial number of other identifying information of the Patent Application(s) and/or Patents as may be needed to record same.
6. AstraZeneca accepts the above assignment.
7. This assignment shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

Any attorney of record is authorized and requested by the execution of this assignment to insert into this assignment any further information necessary for recordation of this document.

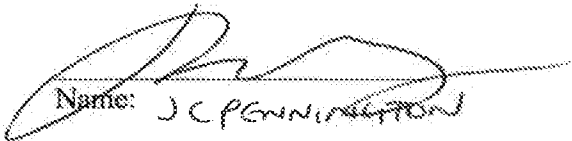
This agreement has been entered into on the date stated at the beginning of it.

Signed at: Macclesfield Cheshire UK

Date: 27th February 2015


Steven SWALLOW

Witnessed by:


Name: J C PENNINGTON

Signed at: Chesham, U.K. Date: 27th February 2015



Signed for and on behalf of
ASTRAZENECA UK LIMITED

Name: Sally CURRAN

Capacity: Authorised Signatory

Witnessed by:



Name: J. Pennington

THE SCHEDULE

THE PATENT APPLICATION(S)					
AstraZeneca Case No:	Application Ref:	Country	Filing Type	Application No. and/or Title of Invention	Filing Date
200167-AR-NP	A	Argentina	National	20150100202	23 Jan 2015
<u>200167-BO-NP</u>	B	Bolivia	National	SP00006-2015	23 Jan 2015
<u>200167-WO-PCT</u>	C	International	PCT	PCT/GB2015/050155	23 Jan 2015
<u>200167-LB-NP</u>	D	Lebanon	National	10549	23 Jan 2015
<u>200167-PY-NP</u>	E	Paraguay	National	2227/2015	27 Jan 2015
<u>200167-PK-NP</u>	F	Pakistan	National	12/2015	8 Jan 2015
<u>200167-TW-NP</u>	G	Taiwan	National	104102345	23 Jan 2015
<u>200167-UY-NP</u>	H	Uruguay	National	35963	23 Jan 2015
<u>200167-US-NP</u>	I	USA	National	14/601371	21 Jan 2015
<u>200167-VE-NP</u>	J	Venezuela	National	000067-2015	23 Jan 2015
<u>200167-BS-NP</u>	K*	Bahamas	National	CERTAIN (2S)-N-[(1S)-1-CYANO-2-PHENYLETHYL]-1,4-OXAZEPANE-2-CARBOXAMIDES AS DIPEPTIDYL PEPTIDASE I INHIBITORS	Not available yet
<u>200167-JM-NP</u>	L*	Jamaica	National	18/1/5647	07 Jan 2015

Patent Application(s) referenced A to J inclusive claim priority from the following US Provisional Application(s)

Application No.	Filing Date
61/931090	24 January 2014

Patent Application(s) referenced K* and L* do not claim priority