

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6793894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
JAMES E. FOLEY			04/13/2021
RECEIVING PARTY DATA			
Name:	NOVARTIS AG		
Street Address:	LICHTSTRASSE 35		
City:	BASEL		
State/Country:	SWITZERLAND		
Postal Code:	4056		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Application Number:	17023539		
Application Number:	62901645		
Application Number:	63004230		
CORRESPONDENCE DATA			
Fax Number:	(617)428-7045		
<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:	(617) 428-0200		
Email:	patentadmin@clarkelbing.com		
Correspondent Name:	CLARK & ELBING LLP		
Address Line 1:	101 FEDERAL STREET		
Address Line 2:	15TH FLOOR		
Address Line 4:	BOSTON, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	51055-004003		
NAME OF SUBMITTER:	MICHAEL J. BELLIVEAU, PH.D.		
SIGNATURE:	/Michael J. Belliveau, Ph.D./		
DATE SIGNED:	07/01/2021		
Total Attachments: 3			
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CONFIRMATORY ASSIGNMENT

PARTIES:

- (1) **JAMES E. FOLEY** of 73 Seneca Lake Road, Sparta, NJ 07871, United States of America ("ASSIGNOR")
- (2) **NOVARTIS AG** (registered in Switzerland with UID no. CHE-103.867.266) of Lichtstrasse 35, Basel, CH 4056, Switzerland ("ASSIGNEE")

RECITALS:

- A. The ASSIGNEE is the applicant in respect of the patent applications summarised in the Schedule (the "APPLICATIONS").
- B. The ASSIGNOR is one of the inventors in respect of the inventions the subject of the APPLICATIONS (the "INVENTIONS"). The ASSIGNOR's contributions to the INVENTIONS were made during the course of and as part of his/her normal employment duties, such that as a result of intra-group arrangements ultimately the ASSIGNEE became entitled to and owner of the ASSIGNOR's rights in the INVENTIONS (including the APPLICATIONS, the right to file the APPLICATIONS in the ASSIGNEE's name and all other intellectual property rights).
- C. At all material times the ASSIGNEE has been beneficially entitled to all the rights in the INVENTIONS (including the APPLICATIONS, the right to file the APPLICATIONS in the ASSIGNEE's name and all other intellectual property rights).
- D. The parties have agreed to execute this Confirmatory Assignment for the purpose of confirming the ASSIGNEE's rights in the INVENTIONS (including the APPLICATIONS, the right to file the APPLICATIONS in the ASSIGNEE's name and all other related intellectual property rights).

OPERATIVE TERMS:

In consideration of the sum of £1 (one pound sterling) paid by the ASSIGNEE to the ASSIGNOR (the receipt and sufficiency of which are hereby acknowledged) IT IS AGREED as follows:

1. Assignment

The ASSIGNOR hereby confirms the ASSIGNEE's ownership, and hereby confirms that as an employee his rights were assigned ultimately to the ASSIGNEE absolutely and free from all liens charges licences and encumbrances, and the ASSIGNEE hereby confirms its acceptance of and hereby accepts, all the ASSIGNOR's property right title and interest anywhere in the world in and to the INVENTIONS including without limitation:

- (a) the APPLICATIONS and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTIONS including all divisionals continuations reissues extensions supplementary protection certificates renewals and registrations in relation to any thereof (the "PATENT RIGHTS"), including the right to apply for any of the same;
- (b) the right to file the APPLICATIONS in the ASSIGNEE's name;
- (c) the benefit of all priority rights;
- (d) the right to seek and obtain registrations in other countries;
- (e) all other intellectual property rights and know-how including without limitation any copyrights and design rights (whether or not registrable) relating in any way to the INVENTIONS;
- (f) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the rights hereby transferred

2. Covenants

The ASSIGNOR covenants with the ASSIGNEE as follows:

- (a) that they have not done or omitted to do any act or thing whatsoever whereby any patents or other intellectual property rights relating to the INVENTIONS might be invalidated or otherwise prejudicially affected or the due performance of this Confirmatory Assignment hindered or prevented;
- (b) to keep the INVENTIONS confidential and not to disclose it to any person without the prior written consent of the ASSIGNEE;

- (c) that they have not given any permission to any third party to use the INVENTIONS and has not otherwise assigned or granted to any third party any rights in or under the INVENTIONS (including the PATENT RIGHTS).

3. Further Assurance

- 3.1 The ASSIGNOR agrees at the ASSIGNEE's expense to execute any further documents and do all things which the ASSIGNEE may reasonably require in order to ensure the vesting in the ASSIGNEE (or the ASSIGNEE's successors in title or nominees as the case may be) of all property rights title and interests intended to be assigned transferred or granted to the ASSIGNEE hereunder (including the PATENT RIGHTS) and to give the ASSIGNEE the full benefit of this Confirmatory Assignment including doing all acts which may be necessary or desirable in connection with:
- (a) the prosecution of the APPLICATIONS and the filing and prosecution of any further patent applications anywhere in the world and obtaining grant in relation thereto;
 - (b) protecting and enforcing the APPLICATIONS and any patents or patent applications and other intellectual property rights relating to the INVENTIONS;
 - (c) recording any such patent applications, patents and other rights in the name of the ASSIGNEE or the ASSIGNEE's successors in title or nominees as sole applicant or registered proprietor as the case may be;
 - (d) assisting in the resolution of any question concerning the INVENTIONS or any of the PATENT RIGHTS.
- 3.2 The ASSIGNOR hereby authorises the officers from time to time of the ASSIGNEE and the ASSIGNEE's agents to do or authorise the doing of all such acts (including the signing of all such documents) on behalf of the ASSIGNOR as the ASSIGNEE may consider appropriate for the purpose of giving effect to the provisions of clause 3.1.

4. Counterparts

This Confirmatory Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Law

This Confirmatory Assignment shall be governed by and construed and take effect in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE

APPLICATION NUMBER	FILING DATE	REFERENCES	TITLE
62/901,645	17 September 2019	P076402US	Combination Therapy
63/004,230	2 April 2020	P077912US	Combination Therapy
PCT/EP2020/075993	17 September 2020	P078883WO	Combination Therapy
17/023539	17 September 2020	P078883US	Combination Therapy

IN WITNESS of which the parties have executed this Confirmatory Assignment effective on the date of the later/last of the parties' signatures.

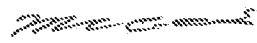
EXECUTED by JAMES E. FOLEY:

Signature:

Date:

James E. Foley
April 13, 2021

EXECUTED by NOVARTIS AG:

Signature: *SA Hilde* 
Name: *John purchaser Mark Flaigne*
Title: *Authorized Representative*
Date: *24 Aug 2011*