

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JANSSEN BIOTECH, INC.	09/15/2021
RECEIVING PARTY DATA		
Name:	JANSSEN SCIENCES IRELAND UNLIMITED COMPANY	
Street Address:	BARNAHELY	
City:	RINGASKIDDY, COUNTY CORK	
State/Country:	IRELAND	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	10336812
	Application Number:	16412819
CORRESPONDENCE DATA		
Fax Number:	(206)682-6031	
<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:	(206) 622-4900	
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Correspondent Name:	HAI HAN, PH.D.	
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ATTORNEY DOCKET NUMBER:	200310.401/200310.401D1	
NAME OF SUBMITTER:	HAI HAN, PH.D.	
SIGNATURE:	/Hai Han/	
DATE SIGNED:	11/11/2021	
Total Attachments: 9		
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ASSIGNMENT

This Assignment is effective as of September 14, 2021 ("Effective Date"), by and between:

Janssen Biotech, Inc., a business corporation, organized under the Laws of Pennsylvania, having an office at 800/850 Ridgeview Drive, Horsham PA 19044 ("Janssen Biotech")

and

Janssen Sciences Ireland Unlimited Company, an Irish company, having its registered office at Barnahely, Ringaskiddy, County Cork, Ireland ("JSI")

WITNESSETH:

WHEREAS, JSI funded the discovery and development of a certain compound that is an analog and agonist of certain obesity targets (as further defined below, "Obesity Compound");

WHEREAS, Janssen Biotech paid the costs associated with the prosecution and maintenance of certain granted patents and pending patent applications, both of which are related to the Obesity Compound (as further defined below, "Obesity Patents");

WHEREAS, as of the Effective Date, employees of Janssen Biotech's Affiliates (as defined below) who are inventors of the Obesity Patents have signed an assignment of their right, title, and interest to such Obesity Patents to Janssen Biotech;

WHEREAS, JSI reimbursed Janssen Biotech for Janssen Biotech's costs associated with the Obesity Patents; and

WHEREAS, Janssen Biotech wishes to assign to JSI all of Janssen Biotech's right, title and interest to Obesity Patents.

NOW, THEREFORE, in consideration of the premises, mutual covenants, and obligations contained herein, it is agreed by and between the parties hereto as follows:

1. DEFINITIONS

1.1 Each term defined below, for the purpose of this Assignment, when used with initial capital letters, shall have the following meaning (unless the context clearly requires otherwise) and the singular shall include the plural and vice versa.

- 1.1.1 “Affiliate” means, with respect to any person, any other person that, directly or indirectly, controls, is controlled by, or is under common control with, such person. For purposes of this section, the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise. Control of any person by another person shall be presumed if fifty percent (50%) or more of the voting stock or other securities or ownership interests representing the equity of the first person are owned, controlled, or held, directly or indirectly, by the other person. A person, for the purpose of this definition, means any individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization or government or political subdivision thereof.
- 1.1.2 “Obesity Compound” shall mean JNJ-64739090, as further defined in Appendix 1.
- 1.1.3 “Obesity Patents” shall mean any and all national, regional, and international patents and patent applications, including any continuations, divisionals, national-stage applications, provisionals, continued prosecution applications, continuations-in-part, additions, substitutions, extensions and term restorations, registrations, confirmations, re-examinations, renewals, or reissues thereof, and any foreign counterpart of any of the foregoing that are assigned to Janssen Biotech and listed in Appendix 2.

2. ASSIGNMENT & OBLIGATIONS

- 2.1 Janssen Biotech hereby transfers, conveys and assigns unto JSI and its successors, and assigns, forever, all of Janssen Biotech’s right, title, and interest in, to and under the Obesity Patents.
- 2.2 Janssen Biotech shall execute all papers and documents and perform any acts which may be necessary in connection with claims or provisions of International Convention for Protection of Industrial Property or similar agreements.
- 2.3 Janssen Biotech hereby grants the attorney of record the power to insert on this Assignment any further identification which may be necessary or desirable in order to obtain legal recordation of this document.

3. LIABILITY

3.1 To the fullest extent permitted by applicable law, neither party to this Assignment shall be liable to the other party for any special, indirect, consequential, or incidental damages, or any damages for lost profits or lost sales, in each case arising from, or attributable to, this Assignment, whether arising in contract, tort, by operation of law, or otherwise, even if that party has been placed on notice of the possibility of such damages.

4. EFFECT OF INVALIDITY

4.1 If one or more of the provisions contained in this Assignment shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such case the parties oblige themselves to use their reasonable, good faith efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

4.2 No damages shall be owed by either party to the other by reason of this Assignment or any part of it being held invalid, illegal, or unenforceable at any future time.

5. NOTICES

5.1 Any notice required under this Assignment shall be made to the other party at their respective address given below or as subsequently changed by notice duly given. Any notice given in accordance with this Section shall be effective as of the date of mailing.

Janssen Biotech, Inc.	Janssen Sciences Ireland Unlimited Company
800/850 Ridgeview Drive,	Barnahely,
Horsham, PA 19044	Ringaskiddy,
United States of America	Country Cork, Ireland
Attn: President	Attn: Director, Secretary

6. APPLICABLE LAW

6.1 The Parties hereto shall attempt to settle any dispute arising out of or relating to this Assignment in an amicable way. In the event that such attempts should fail, then the Parties hereto agree to submit to the jurisdiction of the United States Federal and state

courts sitting in the State of New York. This assignment shall be governed by and construed in accordance with the laws (other than conflict of laws rules) of the State of New York.

7. FORCE MAJEURE

7.1 Neither party shall be liable for any breach of this Assignment occasioned by an act of God, or by any other event, condition, or cause beyond the reasonable control of such party. In the event of non-performance or delay attributable to any such causes, the period of performance of the applicable obligation hereunder will be extended for a period equal to the period of delay.

7.2 The party so delayed shall use reasonable efforts, without obligation to expend substantial amounts not otherwise required under this Assignment, to circumvent or overcome the cause of the delay.

8. ENTIRE AGREEMENT

8.1 This Assignment sets forth the entire understanding of the parties with respect to the matters covered herein and supersedes all prior agreements, covenants, undertakings, arrangements, communications, representations, and warranties, whether oral or written, made by and between the parties.

9. BINDING AGREEMENT

9.1 This Assignment shall be binding upon and only inure to the benefit of the parties hereto and their respective successors and assigns. There are no third-party beneficiaries to this Assignment and third parties can thus not make claims based on this Assignment.

10. MISCELLANEOUS

10.1 This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Where counterparts are not permitted according to applicable law, this Assignment must be executed (i) either in paper form, in as many original copies as there are parties to the Assignment, each copy to be signed in full by each party on the same instrument, or (ii) in electronic form through a validated electronic signing software, where the electronic version is signed in full by each party on the same electronic instrument. Electronically executed or electronically transmitted (including via fax) signatures shall have the full force and effect of manually executed original signatures.

IN WITNESS THEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized officers.

ATTEST :

JANSSEN BIOTECH, INC.

Signature: 
Michael T. Barber / Sep 15, 2021 10:46 EDT


Email: mbarber@its.jnj.com

Title: Senior Patent Counsel

ATTEST :

JANSSEN SCIENCES IRELAND

UNLIMITED COMPANY

Signature: 
Cleland / Sep 16, 2021 12:24 GMT+2

Email: cleland@its.jnj.com

Title: Director

APPENDIX 1-OBESITY COMPOUND

JNJ-64739090 is SEQ ID. No. 92 as described in PCT Appl. No. PCT/1B201731197, patent family JBI 5086.

APPENDIX 2-OBESITY PATENTS

The patent applications listed below are a subset of the members of the patent family of each such listed patent applications. The Parties intend that the rights and obligations of this Assignment apply to any and all members of such patent families, including, national, regional, and international patents and patent applications, including any continuations, divisionals, national-stage applications, provisionals, continued prosecution applications, continuations-in-part, additions, substitutions, extensions and term restorations, registrations, confirmations, re-examinations, renewals, or reissues thereof, and any foreign counterparts of any of the listed patent applications.

Patent Family	Patent Application No.	Filing Date
JB15086	62/333,886	May 10, 2016
	15/586,463	May 4, 2017
	16/412,819	May 15, 2019
	PCT/US2017/31197	May 5, 2017
	P170101236 (ARGENTINA)	May 10, 2017
	106115164 (TAIWAN)	May 8, 2017











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Final Audit Report

2021-09-16

Created:	2021-09-15
By:	Rachel Rondinelli (rrondine@its.jnj.com)
Status:	Signed
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"Assignment JANSSEN BIOTECH to JSI family JBI5086 Execution Copy" History

-  Document created by Rachel Rondinelli (rrondine@its.jnj.com)
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 Agreement completed.

2021-09-16 - 5:43:58 PM GMT