

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7056253

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
TAKEDA PHARMACEUTICAL COMPANY LIMITED		10/18/2021
RECEIVING PARTY DATA		
Name:	CALITHERA BIOSCIENCES, INC.	
Street Address:	343 OYSTER POINT BOULEVARD, SUITE 200	
City:	SOUTH SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94080	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	61482568	
Application Number:	15092713	
Application Number:	14113982	
CORRESPONDENCE DATA		
Fax Number:		
<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:	DL.Foreignpatents@calithera.com	
Correspondent Name:	STEPHANIE LIVA	
Address Line 1:	CALITHERA BIOSCIENCES, INC.	
Address Line 2:	343 OYSTER POINT BLVD., SUITE 200	
Address Line 4:	SOUTH SAN FRANCISCO, CALIFORNIA 94080	
ATTORNEY DOCKET NUMBER:	TAK-228-2	
NAME OF SUBMITTER:	TRACIE CROTHERS	
SIGNATURE:	/Tracie Crothers/	
DATE SIGNED:	12/04/2021	
Total Attachments: 19		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of October 18, 2021, between Takeda Pharmaceutical Company Limited, a company incorporated under the laws of Japan (“**Takeda**”) and the parent of Millennium Pharmaceuticals, Inc. (“**Seller**”), and Calithera Biosciences, Inc., a Delaware corporation, (“**Buyer**”). Capitalized terms used but not defined in this Agreement shall have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement, dated October 18, 2021 (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to enter into this Agreement (or to cause its Affiliate to enter into this Agreement) in order to assign to Buyer, Seller’s and its Affiliates’ right, title and interest to the Transferred Patent Rights (as defined below).

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, Takeda, on behalf of itself and Seller, desires to assign its and its Affiliates’ right, title and interest to the Transferred Patent Rights (as defined below) to Buyer, and Buyer desires to accept such assignment and assume the obligations of Buyer under the Transferred Patent Rights (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. In accordance with the terms and subject to the conditions set forth in the Purchase Agreement (including Sections 2.2.1(c) and 2.2.2(b) thereof), effective as of the Closing, Takeda on behalf of itself and Seller hereby sells, assigns, transfers, conveys and delivers to, and hereby causes its Affiliates to sell, convey, assign, transfer and deliver to, Buyer all of Takeda’s and its Affiliates’ (including Seller’s) right, title and interest in and to those Patent Rights listed on Schedule 1 hereto, including the right to claim priority from the same in the United States and all foreign countries, and to claim the priority from the same as provided by the Paris Convention, together in each case with all registrations, applications therefor, patents (as applicable) issuing from any applications therefor, and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, including any division, renewal, continuation in whole or in part, substitution, conversion, reissue, reexamination, prolongation or extension thereof, now or hereafter in effect, for Buyer’s own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Takeda, Seller or any of their Affiliates if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the date of this Agreement or thereafter, including all claims for damages by reason of past, present or future infringement, misappropriation or other unauthorized use of such patents with the right to sue for and collect the same for Buyer’s own use and enjoyment (collectively, the “**Transferred Patent Rights**”). Takeda on behalf of itself and its Affiliates hereby waives and agrees not to enforce any rights of attribution and integrity and other moral rights Takeda or any of its Affiliates may have in the Transferred Patent Rights.

2. Takeda on behalf of itself and its Affiliates hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable government authority to record Buyer as the buyer and owner of the Transferred Patent Rights, and issue any and all registrations thereon to Buyer, as buyer of Seller’s and its Affiliates’ right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer.

3. Following the date hereof, upon Buyer's reasonable request, and at Buyer's cost and expense, Takeda shall, and shall cause its Affiliates to, take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Transferred Patent Rights to Buyer or any assignee or successor thereto.

4. This Agreement is being executed and delivered pursuant to, and is subject to and shall be governed by the terms and conditions of, the Purchase Agreement. Nothing in this Agreement is intended to or shall be deemed to amend, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of Seller and Buyer under the Purchase Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control. This Agreement, the Purchase Agreement and the other Ancillary Agreements constitute the entire agreement between the parties hereto or thereto with respect to the subject matter hereof or thereof and supersede all prior agreements and understandings, both oral and written, between the parties hereto or thereto with respect to the subject matter hereof or thereof.

5. Any notice or other communication required or permitted under this Agreement shall be in writing and deemed to have been duly given if made in accordance with Section 10.4 (Notice) of the Purchase Agreement.

6. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto; provided, that this Agreement may only be assigned in connection with a permissible assignment of the Purchase Agreement.

7. This Agreement hereby incorporates the provisions of Sections 10.2 (Governing Law; Jurisdiction) and 10.3 (Waiver of Jury Trial) of the Purchase Agreement, each of which shall apply to this Agreement as if fully set forth herein, mutatis mutandis.

8. Neither Party shall be bound by or charged with any written or oral agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement or in the Purchase Agreement.

9. No amendment, supplement or other modification to any provision of this Agreement shall be binding unless in writing and signed by both parties. A party's consent to or waiver, express or implied, of the other party's breach of its obligations hereunder shall not be deemed to be or construed as a consent to or waiver of any other breach of the same or any other obligations of such breaching party. A party's failure to complain of any act, or failure to act, by the other party, to declare the other Party in default, to insist upon the strict performance of any obligation or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, no matter how long such failure continues, shall not constitute a waiver by such party of its rights hereunder, of any such breach, or of any other obligation or condition.

10. If any one or more provisions of this Agreement is held to be invalid, illegal or unenforceable, the affected provisions of this Agreement shall be curtailed and limited only to the extent necessary to bring it within the applicable legal requirements and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

11. From time to time after the date of this Agreement, each party (and Seller or its Affiliates, as applicable) shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions


and other documents and instruments and take such other actions as may be necessary or desirable to consummate and make effective the transactions contemplated by this Agreement.

12. This Agreement may be executed in counterparts by a single party, each of which when taken together shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment Agreement as of the date first set forth above.

TAKEDA PHARMACEUTICAL COMPANY LIMITED

By: 
Name: Masanori Sato
Title: Head, Center for External Innovation Japan/APAC

CALITHERA BIOSCIENCES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment Agreement as of the date first set forth above.

TAKEDA PHARMACEUTICAL COMPANY
LIMITED

By: _____
Name:
Title:

CALITHERA BIOSCIENCES, INC.

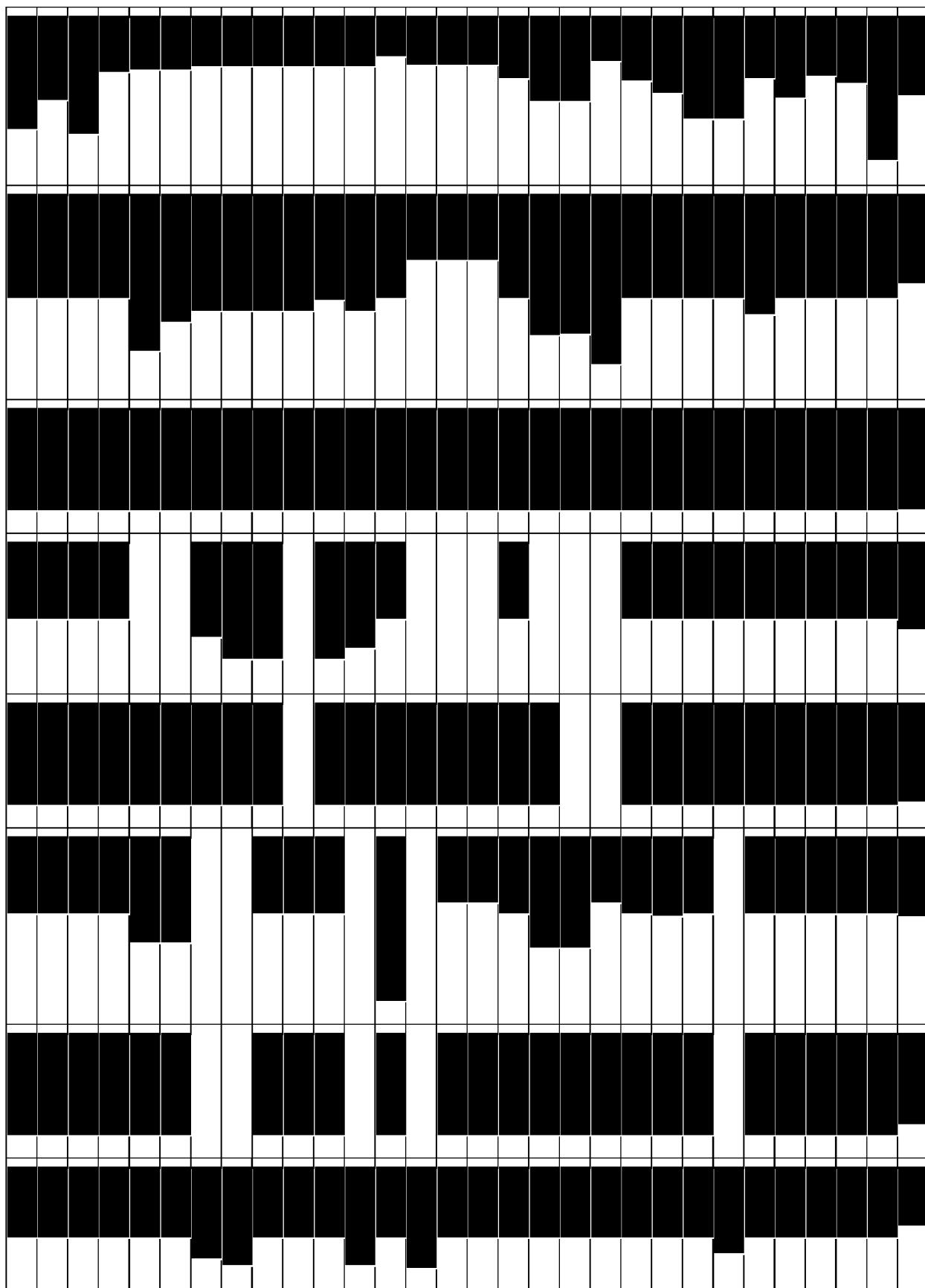
By: Susan M. Molineaux
Name: Susan M. Molineaux, Ph.D.
Title: President and Chief Executive Officer

Transferred Patent Rights

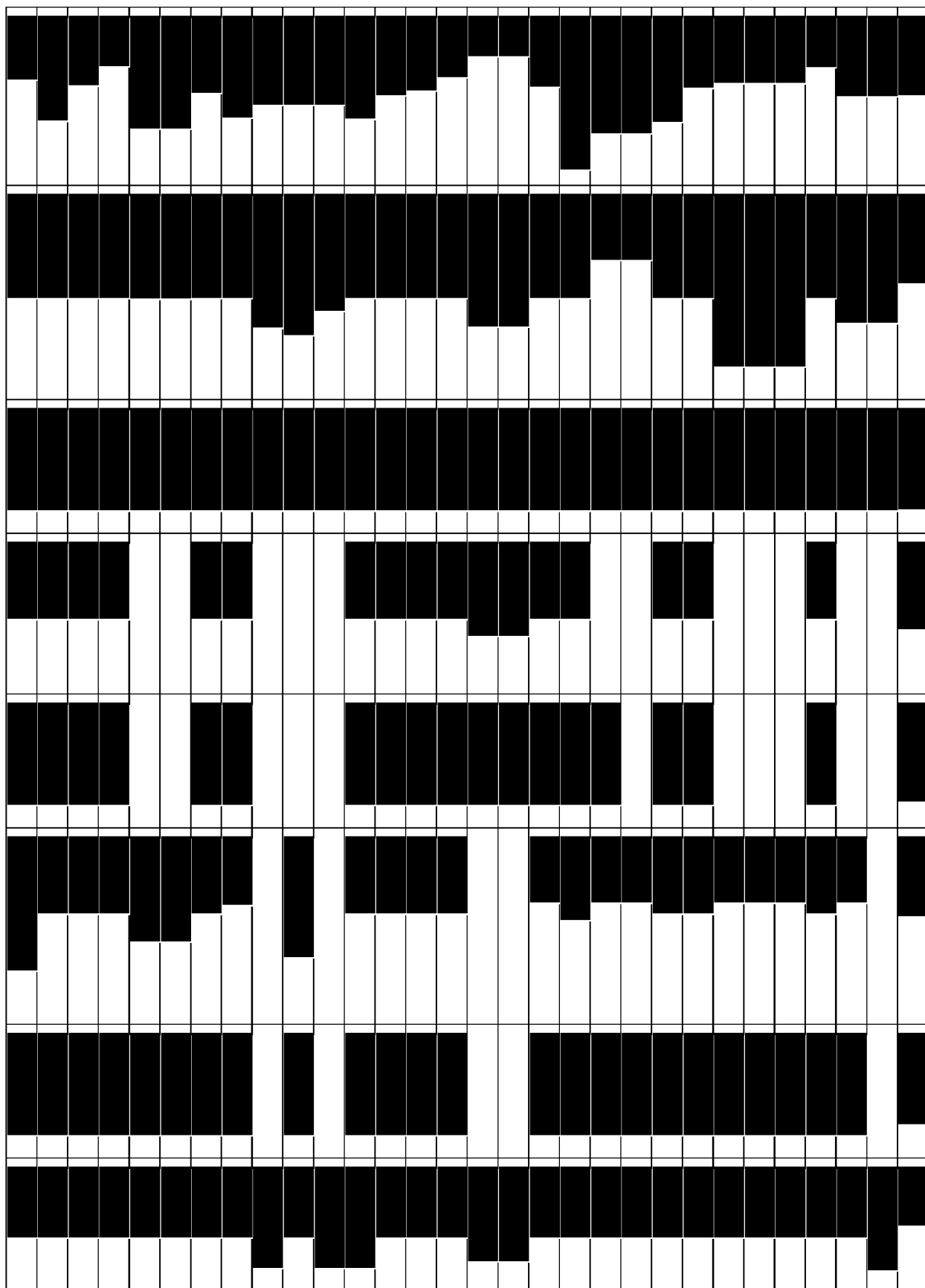
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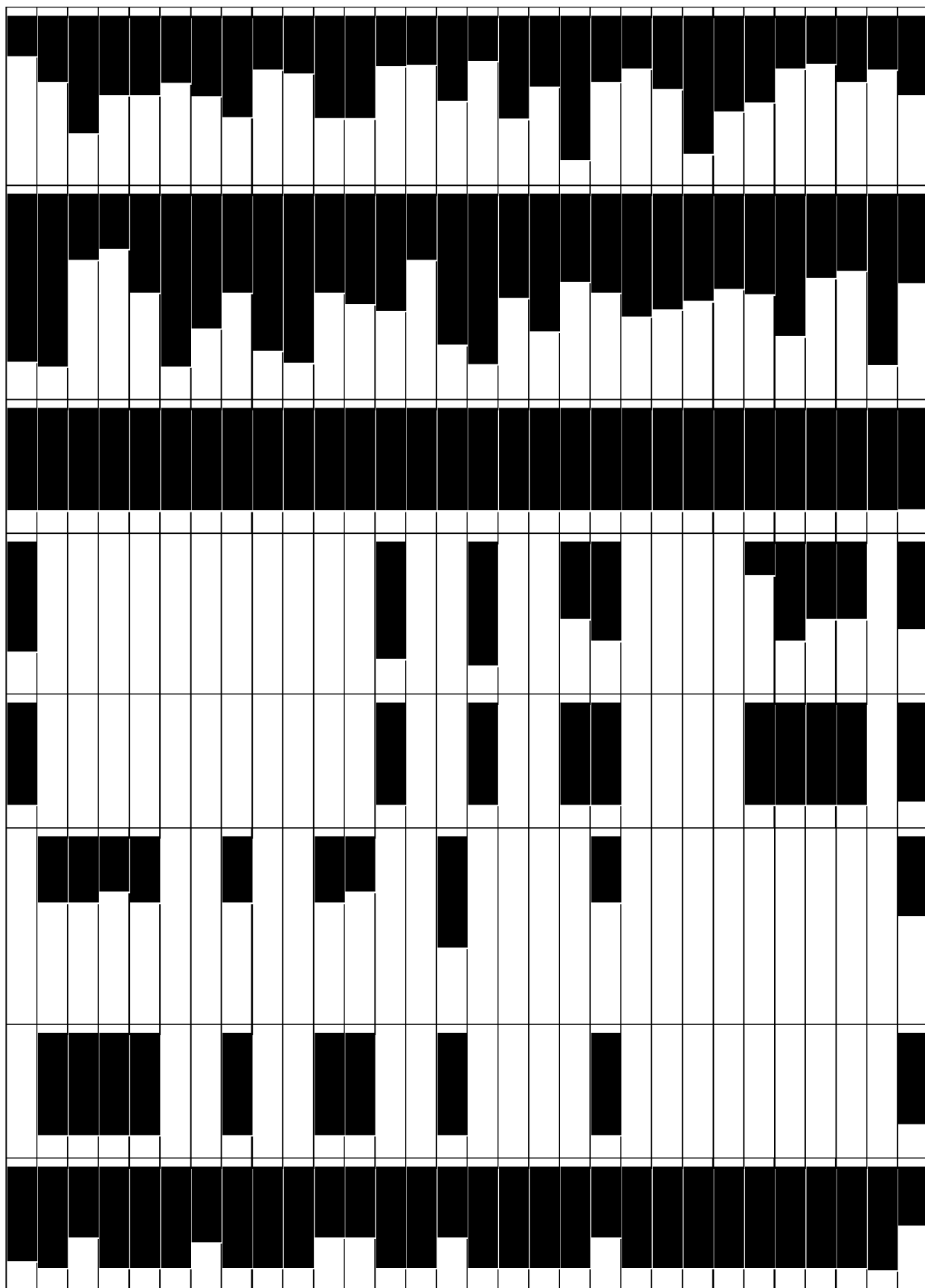


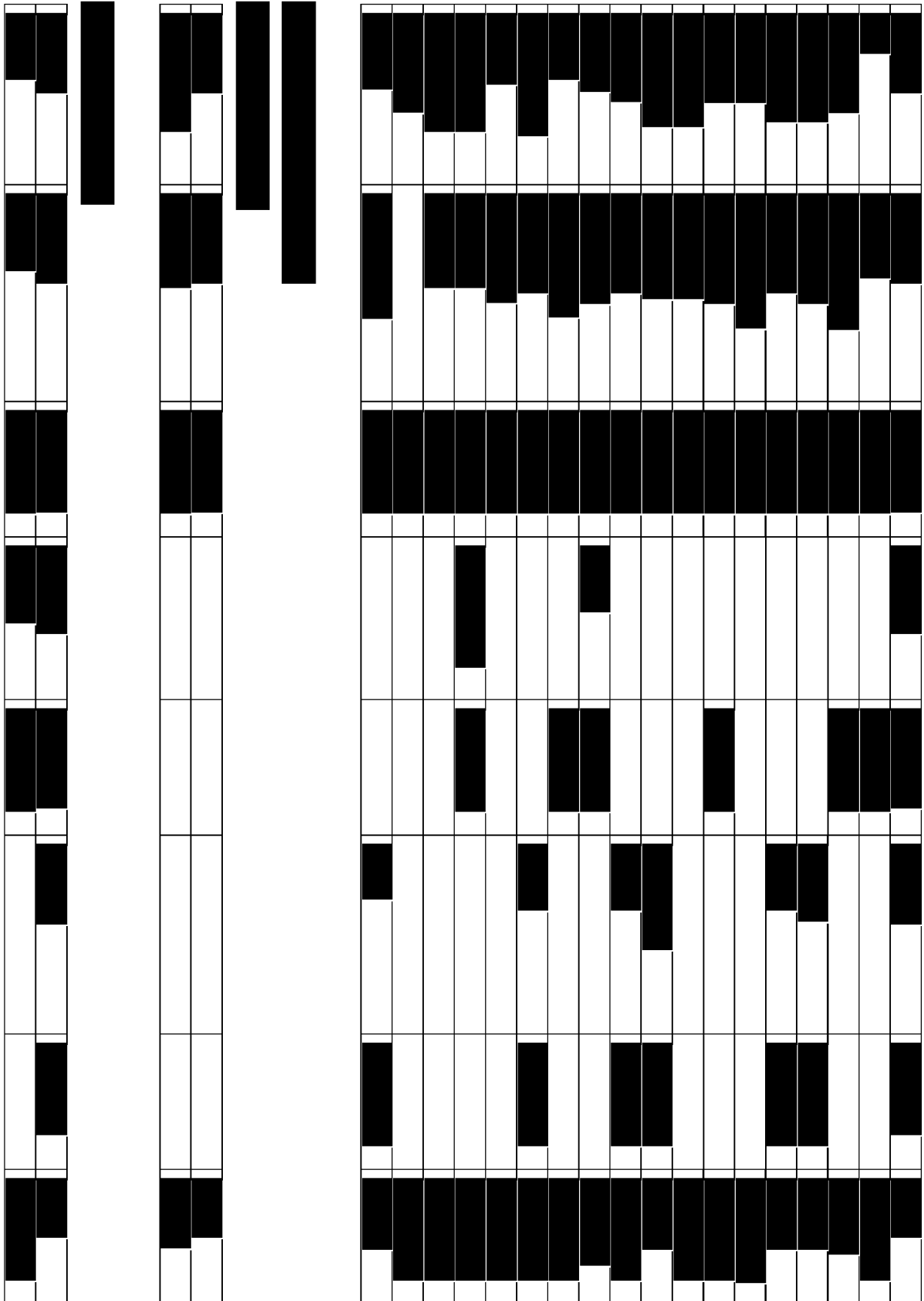
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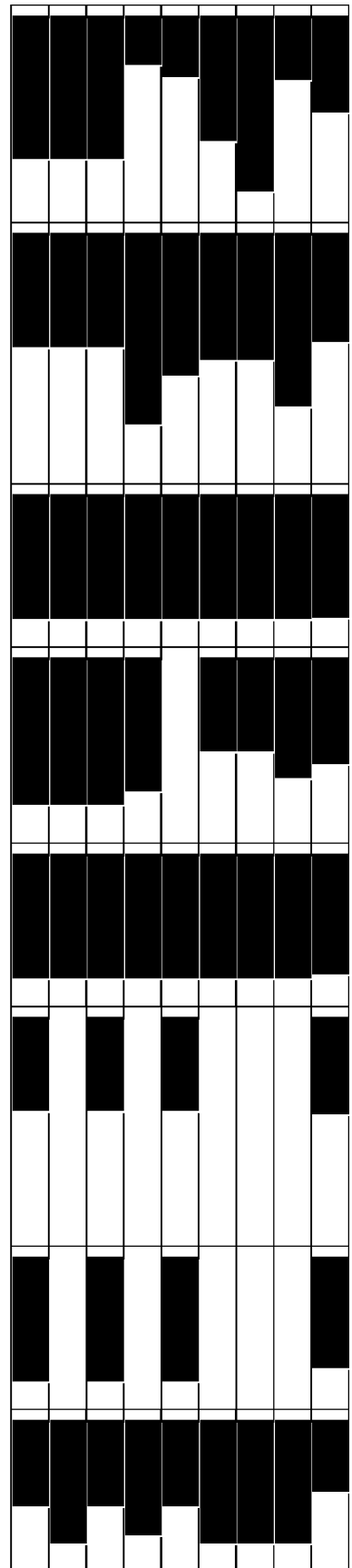
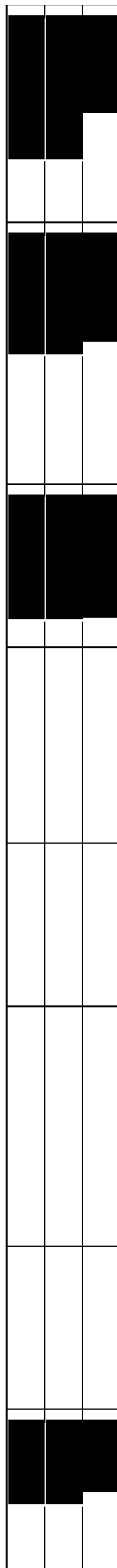
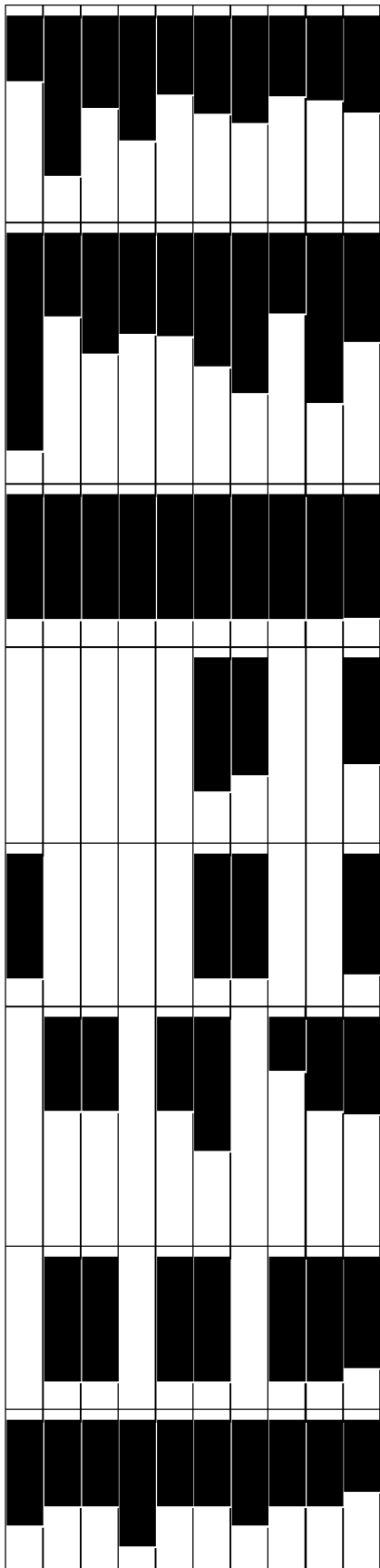
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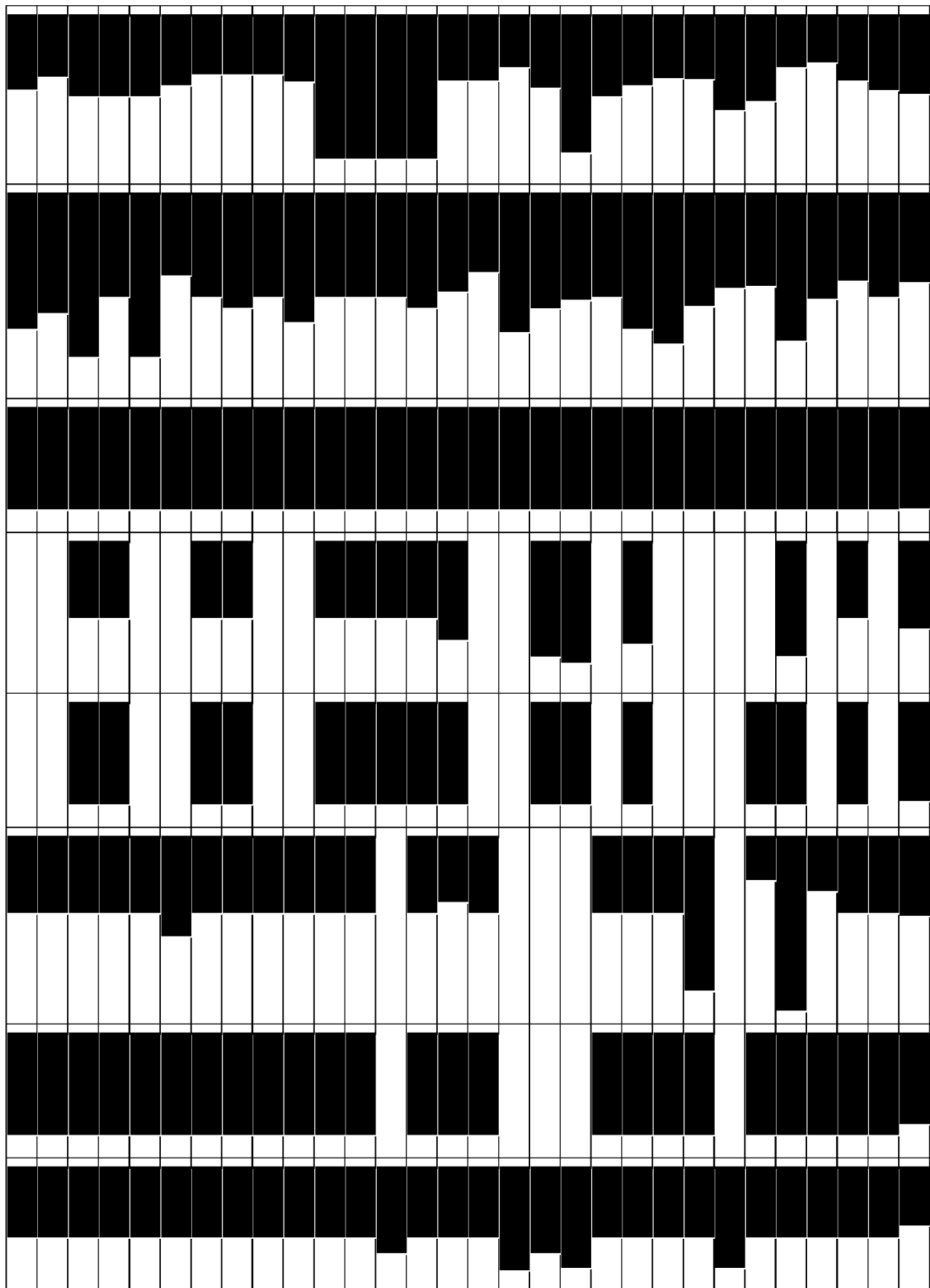
Country	Appl. No.	Appl. Date	Publ. No.	Publ. Date	Reg. No.	Reg. Date
Canada	2836769	2012-05-04	2836769	2012-11-08	2836769	2018-11-13
China	201280033418.1	2012-05-04	103703174	2014-04-02	ZL2012800334181	2017-05-10
European Patent	12779459.2	2012-05-04	2705181	2014-03-12	2705181	2016-12-21

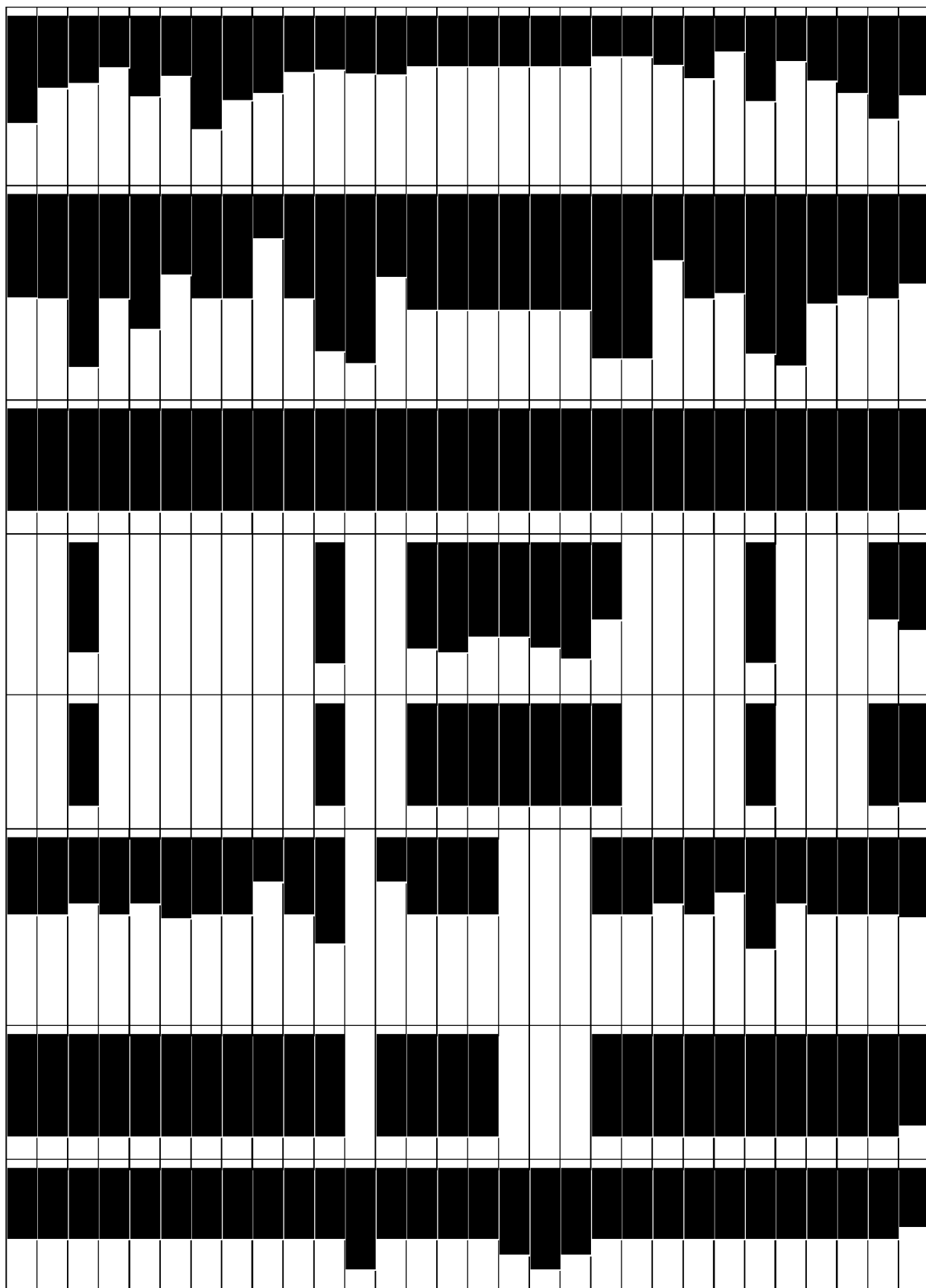
Patent Applications

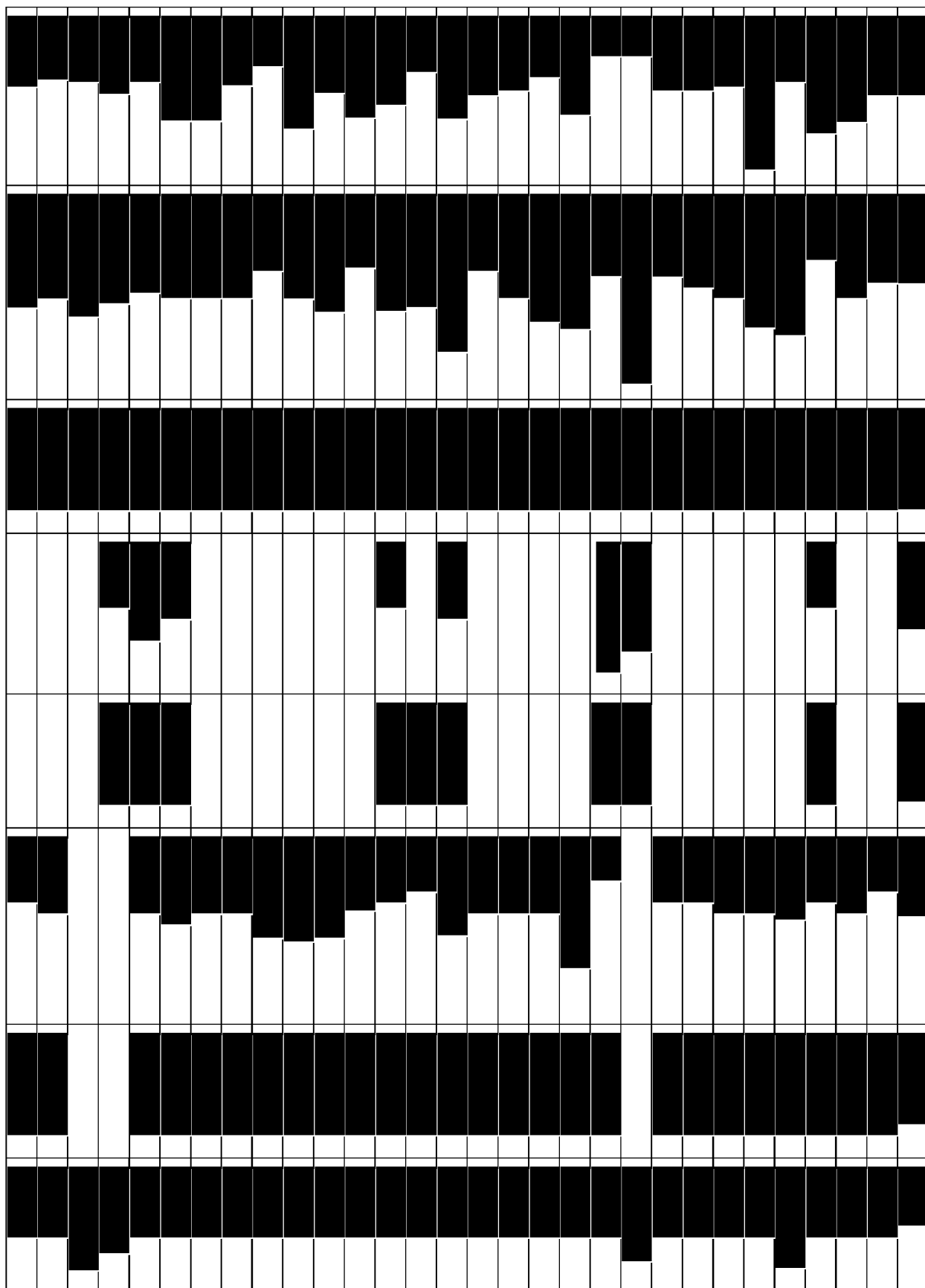




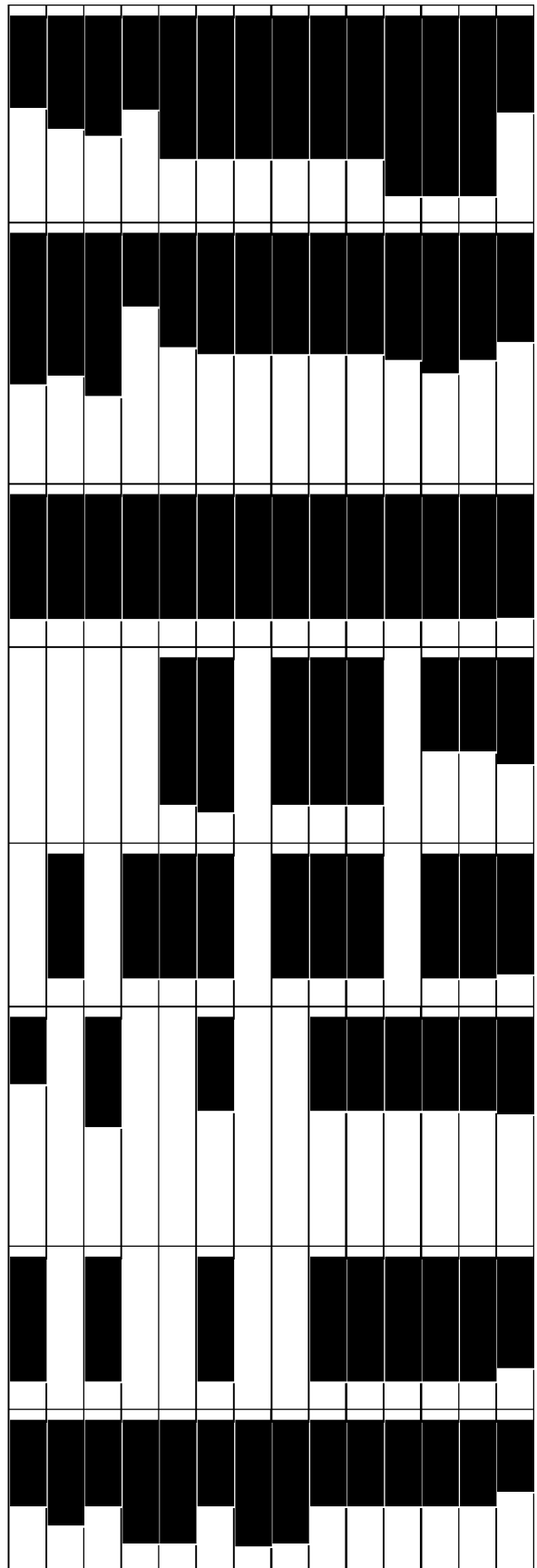
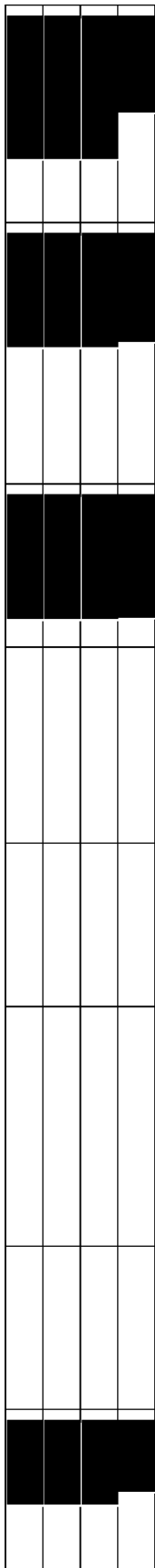
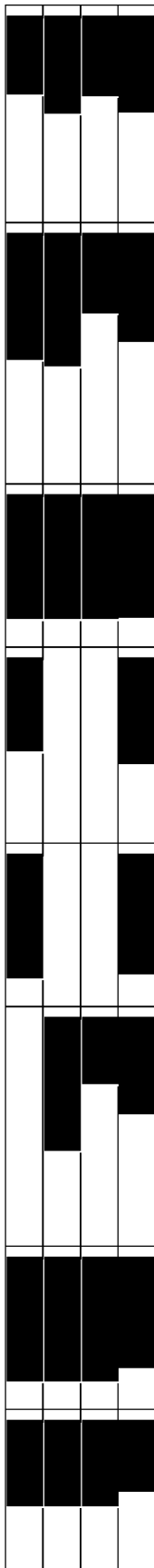


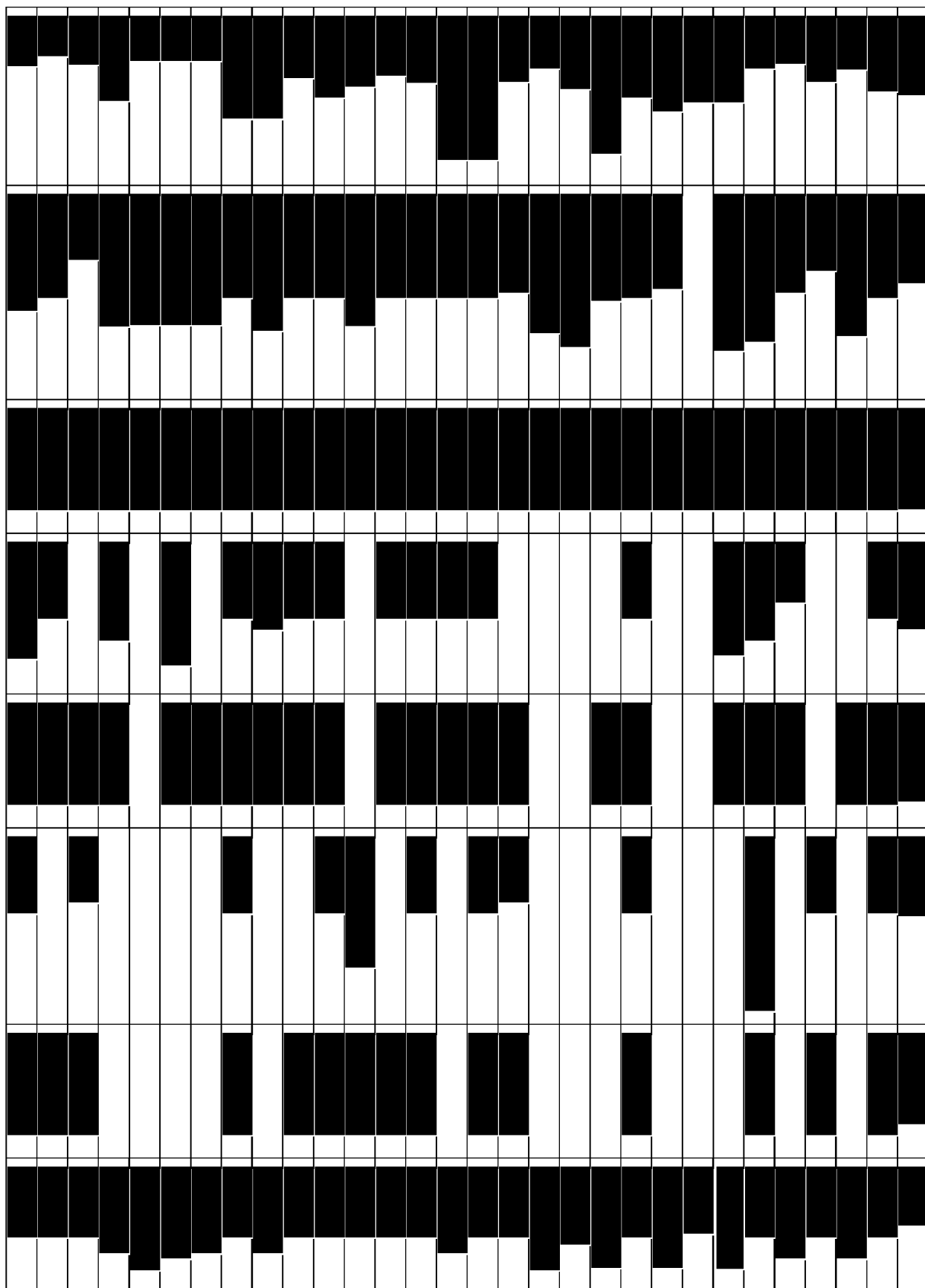






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