

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT7056252

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: 20

Property Type	Number
Application Number:	61198200
Application Number:	61201923
Application Number:	61230655
Application Number:	61214261
PCT Number:	US2009005959
PCT Number:	US2009005958
Application Number:	15092833
Application Number:	15856510
Application Number:	16058306
Application Number:	16286753
Application Number:	13893163
Application Number:	13893187
Application Number:	12586309
Application Number:	14727336
Application Number:	12586241
Application Number:	15631375
Application Number:	16570182
Application Number:	16849128
Application Number:	17092957
Application Number:	17326813

PATENT

CORRESPONDENCE DATA**Fax Number:**

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.

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-228-1
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 E-SIGN 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

Schedule 1
Transferred Patent Rights

Patent Family 1 (TAK-228)

Priority Applications

Country	Appl. No.	Appl. Date	Publ. No.	Publ. Date	Reg. No.	Reg. Date		
United States	61/198200	2008-11-03						
United States	61/201923	2008-12-16						
United States	61/230655	2009-07-31						
United States	61/214261	2009-04-20						

Patent Applications

Country	Appl. No.	Appl. Date	Publ. No.	Publ. Date	Reg. No.	Reg. Date		
Australia	2009310364	2009-11-02			2009310364	2016-12-01		
Austria	09823947.8	2009-11-02	2365750	2011-09-21	E805152	2016-06-08		
Belgium	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08		
Brazil	PI 0920500-4	2009-11-02						
Bulgaria	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08		
Canada	2741898	2009-11-02	2741898	2010-05-06	2741898	2019-02-19		
China	200980153705.4	2009-11-02	102271513	2011-12-07	102271513	2015-02-04		
China	201510006838.6	2009-11-02	104710428	2015-06-17	ZL201510006838.6	2017-04-12		
Croatia	09823947.8	2009-11-02	2365750	2011-09-21	P20161074	2016-06-08		
Cyprus	09823947.8	2009-11-02	2365750	2011-09-21	1117913	2016-06-08		
Czechia	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08		
Denmark	DK/EP 2365750	2009-11-02	2365750	2011-09-21	2365750	2016-06-08		
Estonia	09823947.8	2009-11-02	2365750	2011-09-21	E012343	2016-06-08		
European Patent	16171888.7	2009-11-02	3153023	2017-04-12				

Country	Appl. No.	Appl. Date	Publ. No.	Publ. Date	Reg. No.	Reg. Date	
European Patent	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Finland	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
France	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Germany	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Greece	20160401903	2009-11-02	2365750	2011-09-21	3089725	2016-06-08	
Hong Kong	17110092.7	2009-11-02	1236070	2018-03-23			
Hong Kong	12102655.8	2009-11-02	1162855	2012-09-07	1162855	2017-06-16	
Hungary	09823947.8	2009-11-02	2365750	2011-09-21	E029906	2016-06-08	
Iceland	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
India	3841/DELNP/2011	2009-11-02			294963	2018-03-26	
Indonesia	P-00201405032	2009-11-02			P000057232	2019-03-13	
Indonesia	W00201101953	2009-11-02		2011-09-29	P000037626	2015-01-09	
Ireland	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Israel	212586	2009-11-02		2015-10-29	212586	2016-01-30	
Israel	233677	2009-11-02		2016-11-30	233677	2017-03-01	
Israel	240771	2015-08-23		2015-10-29			
Italy	09823947.8	2009-11-02	2365750	2011-09-21	502016000084962	2016-06-08	
Japan	2017-205797	2016-03-02	2018-21073	2018-02-08			
Japan	2016-39988	2016-03-02	2016-135789	2017-11-22	6235058	2017-11-02	
Japan	2011-534529	2009-11-02			5897333	2016-03-11	
Japan	2014-179810	2009-11-02	2014-224155	2014-12-04	5897667	2016-03-11	
Japan	2019-109399	2009-11-02	2019-178151	2019-10-17			
Japan	2020-173377	2009-11-02	2021-8514	2021-01-28			
Korea	2011-7012657	2009-11-02		2016-12-27	10-1690339	2016-12-21	
Korea	10-2014-7030732	2009-11-02		2017-05-17	10-1737192	2017-05-11	
Latvia	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Liechtenstein	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Lithuania	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Luxembourg	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	

Country	Appl. No.	Appl. Date	Publ. No.	Publ. Date	Reg. No.	Reg. Date	
Malaysia	PI2015001118	2011-04-29					
Malaysia	PI2011001927	2009-11-02			166032	2018-05-21	
Malta	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Mexico	MX/a/2011/004523	2009-11-02			320742	2014-06-03	
Mexico	MX/a/2014/006582	2009-11-02			341591	2016-08-26	
Mexico	MX/a/2016/011082	2009-11-02			361811	2018-12-14	
Monaco	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Netherlands	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
New Zealand	609221	2009-11-02			609221	2015-03-03	
New Zealand	592608	2009-11-02		2013-11-29	592608	2014-03-04	
North Macedonia	09823947.8	2009-11-02	2365750	2011-09-21	P 906903	2016-06-08	
Norway	09823947.8	2009-11-02	2365750	2011-09-21	236570	2016-06-08	
PCT	US2009/05959	2009-11-02	10/051043	2010-05-06			
PCT	US2009/05958	2009-11-02	10/051042	2010-05-06			
Poland	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Portugal	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Romania	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
San Marino	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Singapore	201103052-5	2009-11-02					
Singapore	10201501702W	2009-11-02			10201501702	2021-03-24	
Singapore	10201501703T	2015-03-05					
Slovak Rep	09823947.8	2009-11-02	2365750	2011-09-21	E21842	2016-06-08	
Slovenia	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
South Africa	2015/05582	2009-11-02			2015/05582	2018-02-28	
South Africa	2011/03270	2009-11-02			2011/03270	2015-12-23	
Spain	09823947.8	2009-11-02	2365750	2011-09-21	2588197	2016-06-08	
Sweden	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Switzerland	09823947.8	2009-11-02	2365750	2011-09-21	2365750	2016-06-08	
Turkey	09823947.8	2009-11-02	2365750	2011-09-21	2016 12030 T4	2016-06-08	



















