

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7121368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CELLTECH R&D LIMITED	11/20/2017
UCB SA	11/20/2017
UCB PHARMA SA	11/20/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UCB BIOPHARMA SPRL
<b>Street Address:</b>	ALLÉE DE LA RECHERCHE 60
<b>City:</b>	BRUSSELS
<b>State/Country:</b>	BELGIUM
<b>Postal Code:</b>	B-1070
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	17464970
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)938-5200
<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>	
<b>Phone:</b>	6503357632
<b>Email:</b>	nwalsh@fenwick.com
<b>Correspondent Name:</b>	EMILY BULLIS
<b>Address Line 1:</b>	FENWICK & WEST LLP
<b>Address Line 2:</b>	801 CALIFORNIA STREET
<b>Address Line 4:</b>	MOUNTAIN VIEW, CALIFORNIA 94041
<b>ATTORNEY DOCKET NUMBER:</b>	35130-49484/US
<b>NAME OF SUBMITTER:</b>	EMILY BULLIS
<b>SIGNATURE:</b>	/EMILY BULLIS/
<b>DATE SIGNED:</b>	01/14/2022
<b>Total Attachments: 4</b>	
source=5th - CellTech R&D Limited name change to UCB Biopharma SPRL#page3.tif	
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## CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

**BETWEEN:** **Celltech R&D Limited** having its principal office or place of business at [\*\*\*] (hereinafter "**Celltech**")

**AND:** **UCB SA**, having its principal office or place of business at [\*\*\*] (hereinafter, "**UCB**")

**AND:** **UCB Pharma SA**, having its principal office or place of business at [\*\*\*] (hereinafter, "**UCB Pharma**")

Collectively the "**Assignors**"

**AND:** **UCB Biopharma SPRL**, having its principal office or place of business at [\*\*\*] (hereinafter, "**UCB Biopharma**")

Collectively the "**Parties**".

**WHEREAS** on 27 May 2005 Celltech and UCB entered into a Business Sale Agreement pursuant to which in accordance with clause 7.1 therein:

*"... [Celltech] shall assign, and with respect to the Business Intellectual Property Rights other than the the Core Business IPR hereby assigns, to [UCB] all rights and benefits relating to the Business Intellectual Property Rights including, without limitation, the right of [UCB] to bring and claim relief in respect of any infringement or unauthorised use of the Business Intellectual Property Rights whether occurring before, on or after the Effective Time."*

and further pursuant to Schedule 2 of the Business Sale Agreement US patent application 08/485686 (which was later granted as US patent 7566771, hereinafter the "**771 Patent**") formed part of the Core Business IPR, and further pursuant to clause 9.2(d) of the Business Sale Agreement:

*"At Completion [Celltech] shall deliver to [UCB] the assignments in the Agreed form of the Core Business IPR duly executed by [Celltech] as the registered owner of the same"*

**AND WHEREAS** on 20 December 2006 a contribution of branch activity from UCB to UCB Pharma was approved by the shareholders of UCB and recorded in a notarial deed, and pursuant to which the "*pharmaceutical activities*" of UCB were transferred to UCB Pharma including the "*Department Intellectual Property*" and "*all rights of intellectual and industrial property, whether registered or not, in direct or indirect relationship with the transferred branch of activity*".


**AND WHEREAS** on 30 April 2014 a contribution of branch activity from UCB Pharma to UCB Biopharma was approved by the shareholders of UCB Pharma and recorded in a notarial deed, and pursuant to which the "*biopharmaceutical activities*" of UCB Pharma were transferred to UCB Biopharma including the "*Legal and Intellectual Property Departments*" and "*all rights of intellectual and industrial property, whether registered or not, in direct or indirect relationship with the branch of activities contributed*".

**AND WHEREAS** it is the intention of the Parties that the Assignors hereby agree and confirm that pursuant to the above agreements and contributions they have assigned, and herein under do assign, all rights in the 771 Patent including full legal title to UCB Biopharma and such title has vested and continues to vest in UCB Biopharma;

**IN CONSIDERATION** of the sum of £1.00 (the receipt and sufficiency of which UCB Biopharma hereby acknowledges) the Parties hereto agree as follows:

1. The Assignors hereby confirm that they have assigned, and hereby do irrevocably assign, to UCB Biopharma by way of a confirmatory assignment of present and future rights, title and interest with full title guarantee absolutely and free from all encumbrances, any and all of their entire legal and beneficial rights, title and interest in the 771 Patent together with all accrued rights of action in respect of any infringement of 771 Patent (including, without limitation, the right to bring proceedings and to seek relief in respect of such action).
2. The Assignors undertake at the request of UCB Biopharma to do all such acts and/or execute or procure the execution of all such documents as may reasonably be required to vest the 771 Patent in UCB Biopharma or otherwise perfect the legal and beneficial title of UCB Biopharma in the 771 Patent free from all encumbrances and adverse interests of any kind.
3. This assignment shall be binding on and inure to the benefit of the successors and assigns of the Assignors and UCB Biopharma.
4. The validity, construction and performance of this agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this agreement or its enforceability.

EXECUTED this 20 day of November 2017

Signed by:   
Name: YOGESH KHATRI  
Title: FINANCE DIRECTOR  
Date: 20 November 2017

For and on behalf of **Celltech R&D Limited**

Signed by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For and on behalf of **UCB SA**

**AND WHEREAS** it is the intention of the Parties that the Assignors hereby agree and confirm that pursuant to the above agreements and contributions they have assigned, and herein under do assign, all rights in the 771 Patent including full legal title to UCB Biopharma and such title has vested and continues to vest in UCB Biopharma;

**IN CONSIDERATION** of the sum of £1.00 (the receipt and sufficiency of which UCB Biopharma hereby acknowledges) the Parties hereto agree as follows:

1. The Assignors hereby confirm that they have assigned, and hereby do irrevocably assign, to UCB Biopharma by way of a confirmatory assignment of present and future rights, title and interest with full title guarantee absolutely and free from all encumbrances, any and all of their entire legal and beneficial rights, title and interest in the 771 Patent together with all accrued rights of action in respect of any infringement of 771 Patent (including, without limitation, the right to bring proceedings and to seek relief in respect of such action).
2. The Assignors undertake at the request of UCB Biopharma to do all such acts and/or execute or procure the execution of all such documents as may reasonably be required to vest the 771 Patent in UCB Biopharma or otherwise perfect the legal and beneficial title of UCB Biopharma in the 771 Patent free from all encumbrances and adverse interests of any kind.
3. This assignment shall be binding on and inure to the benefit of the successors and assigns of the Assignors and UCB Biopharma.
4. The validity, construction and performance of this agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this agreement or its enforceability.

EXECUTED this 20 day of November 2017

Signed by: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

For and on behalf of **Celltech R&D Limited**


Signed by: \_\_\_\_\_

Name: **Stéphane DROUIN**

Title: **Proxy and Legal Representative**

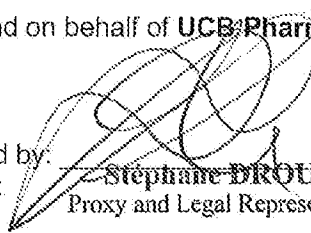
Date: 20 November 2017

For and on behalf of **UCB SA**

  
Signed by: Stéphane DROUIN  
Name: Stéphane DROUIN  
Title: Proxy and Legal Representative

Date: 20 November 2017

For and on behalf of **UCB Pharma SA**

  
Signed by: Stéphane DROUIN  
Name: Stéphane DROUIN  
Title: Proxy and Legal Representative

Date: 20 November 2017

For and on behalf of **UCB Biopharma SPRL**