

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7244974

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WARNER CHILCOTT COMPANY, LLC	12/15/2011
RECEIVING PARTY DATA	
Name:	AKEBIA THERAPEUTICS, INC.
Street Address:	245 FIRST STREET, SUITE 1400
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02142
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13681876
Application Number:	13859574
Application Number:	14062011
Application Number:	15875495
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	617-526-9633
Email:	tamoore@proskauer.com
Correspondent Name:	PROSKAUER ROSE LLP
Address Line 1:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
NAME OF SUBMITTER:	FANGLI CHEN, PH.D.
SIGNATURE:	/Fangli Chen, Reg. No. 51,551/
DATE SIGNED:	03/25/2022
Total Attachments: 14	
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9987 Carver Road Suite 420 Cincinnati, OH 45242
Phone: 513-985-1920 Fax: 513-985-0999 www.akebia.com

December 15, 2011

Warner Chilcott plc
100 Enterprise Drive
Rockaway, NJ 07866
Attn: Michael Halstead

Re: Technology Purchase and Termination of Amended License Agreement

Dear Mr. Halstead:

Reference is made to the Exclusive License Agreement ("License Agreement"), effective September 4, 2007, originally entered into by and between Akebia Therapeutics, Inc., a Delaware corporation ("Akebia"), and The Procter & Gamble Company, an Ohio corporation, for and on behalf of Procter & Gamble Pharmaceuticals ("P&G"), which License Agreement was subsequently amended by the letter agreement ("Letter Agreement") dated February 5, 2010, by and between Akebia and Warner Chilcott Company, LLC ("WCCL") following P&G's assignment and WCCL's assumption of all of the rights and obligations of P&G under the License Agreement. For the purpose of this letter, the License Agreement and the Letter Agreement together constitute the "Amended License Agreement." Capitalized terms used and not defined herein shall have the meaning assigned to them in the Amended License Agreement.

Pursuant to Section 4.1 of the Amended License Agreement, WCCL exclusively licensed to Akebia the Licensed Technology, which consists of the inventions and discoveries covered by the P&G Patent Rights and Technology Rights. Akebia and WCCL have now agreed to the termination of such license and the Amended License Agreement in its entirety (as set forth in Paragraph 9 below), and in lieu thereof, to Akebia's purchase and assumption of the Licensed Technology, on the following terms:

1. Effective as of the date of this letter (the "Effective Date"), WCCL hereby assigns and transfers to Akebia, and Akebia hereby assumes (a) all of WCCL's right, title and interest in and to the Licensed Technology, including the P&G Patent Rights (a full and complete list of which is attached hereto as Exhibit A) and the Technology Rights, (b) all right, title and interest, if any, of WCCL in and to any P&G Improvements and any Joint Inventions and (c) the right to sue and recover for past, present or future infringement of any of the foregoing. For the purpose of this letter, the Licensed Technology, P&G Improvements and WCCL's assigned rights in any Joint Inventions shall be referred to collectively as the "Purchased Technology." WCCL shall cease any and all use and practice of the Purchased Technology from and after the Effective Date.
2. In full consideration of WCCL's assignment of all rights in the Purchased Technology pursuant to Paragraph 1 above, Akebia shall pay by wire transfer of immediately available funds to WCCL a single, lump sum payment of [REDACTED]

Price”). Payment of the Purchase Price shall be made within 30 days of the Effective Date and shall be directed to:

Name on Account: [REDACTED]

Bank: [REDACTED]

Swift Code: [REDACTED]

ABA #: [REDACTED]

Acct# [REDACTED]

3. WCCL represents and warrants that:

- a. the execution, delivery and performance of this letter and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action by WCCL. This letter has been duly executed and delivered by, and constitutes the legal, valid and binding obligation of, WCCL, enforceable against WCCL in accordance with its terms;
- b. WCCL is the owner of a 100% interest in the Purchased Technology, which interest is free and clear of all claims, mortgages, pledges, security interests, attachments, encumbrances, liens, options or rights of first refusal, first offer, termination, participation or purchase (collectively, “Liens”) other than the BOFA Lien (as defined below); and
- c. upon delivery to Akebia of a full, complete and recordable release of the BOFA Lien, Akebia will receive all of WCCL’s right, title and interest in and to the Purchased Technology, free and clear of all Liens, including, but not limited to, the BOFA Lien.

4. WCCL agrees to:

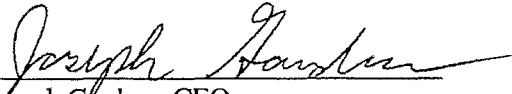
- a. execute, at Akebia’s sole cost and expense, all further documents reasonably necessary for Akebia to fully effect and/or record the assignment of the Purchased Technology to Akebia made herein and Akebia’s ownership of all right, title and interest in and to the same;
- b. obtain from Bank of America, N.A. (the “BOFA Lien”), and any other holder of any security interest, lien or other encumbrance against the Purchased Technology or any portion thereof, a full, complete and recordable release of such security interest, lien or encumbrance, so as to assure clear title in and to the Purchased Technology in Akebia;
- c. provide to Akebia all files and documentation, in each case in WCCL’s possession or under WCCL’s control, as needed by Akebia to fully protect and exploit Akebia’s rights in the Purchased Technology; and
- d. cooperate with Akebia as otherwise reasonably necessary to assure the full and complete transfer of Purchased Technology as contemplated herein.

5. Each of WCCL and Akebia hereby agrees to defend, indemnify and hold harmless the other party against all claims, damages, losses, liabilities or expenses (including reasonable attorneys’ fees) (collectively, “Losses”) that arise out of or result from any breach by such party of any of its covenants, representations, warranties, agreements or obligations under this letter.

6. Akebia shall indemnify and hold harmless WCCL against all Losses suffered or incurred by WCCL arising out of or relating to (a) the acts or omissions of Akebia after the Effective Date in relation to its practice of the Purchased Technology; and/or (b) the research, development, manufacturing or commercialization of the Purchased Technology by Akebia, its agents, employees, assignees, successors in interest, licensees, and/or sub-licensees, including product liability claims, claims arising from clinical trials, in each case after the Effective Date.
7. Where this letter provides for the indemnification or release of WCCL or Akebia or for the limitation of WCCL or Akebia's liability, such indemnification, release and/or limitation (as the case may be) shall also apply for the benefit of such party's Affiliates and the employees, officers, directors and agents of any of them.
8. Notwithstanding anything in the Amended License Agreement or this letter to the contrary, each of WCCL and Akebia hereby irrevocably releases, acquits and forever discharges the other party and its affiliates, predecessor and successor entities, and any and all of its past, present, and future investors, stockholders, officers, partners, directors, employees and agents, from any and all claims, actions, causes of action, sums of money due, suits, debts, liens, covenants, contracts, obligations, costs, expenses, damages, judgments, agreements, promises, demands, claims for attorney's fees and costs, or liabilities whatsoever, in law or in equity, arising by reason of, or in any way connected with, or which may be traced either directly or indirectly to, the Amended License Agreement, that the releasing party has, had or purports to have against the released party, from the beginning of time to the Effective Date, excluding, for the avoidance of doubt, such releasing party's rights under this letter.
9. WCCL and Akebia acknowledge and agree that, as of the Effective Date, the Amended License Agreement is hereby terminated in its entirety. Section 9.2 of the License Agreement shall no longer have any force and effect, and this Paragraph 9 shall govern the consequences of such termination. Except as expressly provided herein (including Paragraph 8), the termination of the Amended License Agreement shall not affect the rights or obligations of WCCL or Akebia thereunder that accrued or arose prior to termination. Following the Effective Date, WCCL shall cease all use of any Akebia Confidential Information disclosed by Akebia, subject to and except as permitted under Section 11 (Confidentiality) of the License Agreement, which shall survive termination. In addition, the following provisions of the Amended License Agreement shall survive termination: Sections 13 (Use of Names and Trademarks), 15 (Indemnification) (but only with respect to claims arising from practice of the Licensed Technology prior to the Effective Date), 16 (Notices), 19 (Governing Laws), 23 (Dispute Resolution) and 24 (Miscellaneous). Notwithstanding the foregoing, any term or provision of the Amended License Agreement that purports to apply upon termination and that is inconsistent with Akebia's ownership of all right, title and interest in and to the Purchased Technology shall not apply to the termination pursuant to this letter.
10. The terms and conditions of this letter shall be deemed Confidential Information under the Amended License Agreement and the confidentiality obligations set forth in Section 11 of the Amended License Agreement shall apply to the terms and conditions of this letter.
11. The provisions of Sections 16 through 20 and 22 through 24 of the Amended License Agreement are hereby incorporated by reference into this letter and shall apply, *mutatis mutandis*, to WCCL and Akebia.

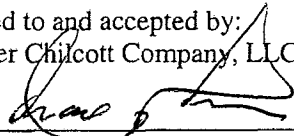
Signature Page Follows

We appreciate WCCL's cooperation in this transaction and ask that WCCL sign and return a copy of this letter to Akebia at the address noted above.



Joseph Gardner, CEO
Akebia Therapeutics, Inc.
Ph 513.985.1921

Agreed to and accepted by:
Warner Chilcott Company, LLC

By: 

Name: Max. A. Torres
Title: Vice President

WARNER CHILCOTT IP ASSETS TO BE ASSIGNED TO AKEBIA

Ref. No.	Country	App. No.	Patent No.	Filing Date
00668.P001AU1	Australia	2007265460	2007265460	26 Jun 2007
00668.P001BE1	Belgium	07 835 890.0	2 044 005	26 Jun 2007
00668.P001BG1	Bulgaria	07 835 890.0	2 044 005	26 Jun 2007
00668.P001BR1	Brazil	PI 071.3350-2		26 Jun 2007
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00668.P001CN1	China	200780030720.0		26 Jun 2007
00668.P001CY1	Cyprus	07 835 890.0	2 044 005	26 Jun 2007
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00668.P001EE1	Estonia	07 835 890.0	2 044 005	26 Jun 2007
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00668.P001EP3	Europe	10 008 065.4		26 Jun 2007
00668.P001ES1	Spain	07 835 890.0	2 044 005	26 Jun 2007
00668.P001FI1	Finland	07 835 890.0	2 044 005	26 Jun 2007
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00668.P001U2	United States	11/821,936	7,811,595	26 Jun 2007
00668.P001U3	United States	12/860,073		20 Aug 2010
00668.P001U4	United States	12/860,136		20 Aug 2010

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00668.P003U4	United States	13/309,445		1 Dec 2011
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00668.P005U4	United States	11/820,099	7,790,748	18 Jun 2007
00668.P005U5	United States	12/845,061		28 Jul 2010
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