

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7428314

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TAKUYA MAKINO	04/21/2022
KAZUYUKI TSUCHIYA	04/18/2022
TOSHIO KUROSAKI	04/19/2022
SUSUMU YAMAKI	05/11/2022
ERIKO HONJO	04/20/2022
YUKA KOIZUMI	04/20/2022
NAOTO KATOH	04/19/2022
RYUICHI SEKIOKA	04/21/2022
IKUMI KURIWAKI	04/20/2022
RECEIVING PARTY DATA	
Name:	ASTELLAS PHARMA INC.
Street Address:	5-1, NIHONBASHI-HONCHO 2-CHOME,
Internal Address:	CHUO-KU
City:	TOKYO
State/Country:	JAPAN
Postal Code:	103-8411
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17453761
CORRESPONDENCE DATA	
Fax Number:	(650)494-0792
<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:	(858) 314-7615
Email:	ebowers@mofo.com
Correspondent Name:	MARTIN ELLINGER
Address Line 1:	MORRISON & FOERSTER LLP
Address Line 2:	12531 HIGH BLUFF DRIVE SUITE 100
Address Line 4:	SAN DIEGO, CALIFORNIA 92130-2040
ATTORNEY DOCKET NUMBER:	49892-20192.00

PATENT

NAME OF SUBMITTER:	MARTIN ELLINGER
SIGNATURE:	/Martin Ellinger, Reg. No. 80,779/
DATE SIGNED:	07/12/2022
Total Attachments: 16 source=49892-20192.00 Inventors to Astellas#page1.tif source=49892-20192.00 Inventors to Astellas#page2.tif source=49892-20192.00 Inventors to Astellas#page3.tif source=49892-20192.00 Inventors to Astellas#page4.tif source=49892-20192.00 Inventors to Astellas#page5.tif source=49892-20192.00 Inventors to Astellas#page6.tif source=49892-20192.00 Inventors to Astellas#page7.tif source=49892-20192.00 Inventors to Astellas#page8.tif source=49892-20192.00 Inventors to Astellas#page9.tif source=49892-20192.00 Inventors to Astellas#page10.tif source=49892-20192.00 Inventors to Astellas#page11.tif source=49892-20192.00 Inventors to Astellas#page12.tif source=49892-20192.00 Inventors to Astellas#page13.tif source=49892-20192.00 Inventors to Astellas#page14.tif source=49892-20192.00 Inventors to Astellas#page15.tif source=49892-20192.00 Inventors to Astellas#page16.tif	

ASSIGNMENT

This assignment is by:

- 1 Takuya Makino
c/o Astellas Pharma Inc.
5-1, Nihonbashi-Honcho 2-chome, Chuo-ku
Tokyo 103-8411
Japan
- 2 Kazuyuki Tsuchiya
c/o Astellas Pharma Inc.
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c/o Astellas Pharma Inc.
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c/o Astellas Pharma Inc.
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sf-4656738

9 Ikumi Kuriwaki
c/o Astellas Pharma Inc.
5-1, Nihonbashi-Honcho 2-chome, Chuo-ku
Tokyo 103-8411
Japan

(each referred to in this Assignment as "Assignor"), whose residence or mailing address information is listed above.

This Assignment is to:

Assignee: Astellas Pharma Inc.
Address: 5-1, Nihonbashi-Honcho 2-chome, Chuo-ku
Tokyo 103-8411
Japan
A juristic entity duly organized under and pursuant to the laws of: Japan

(referred to in this Assignment as "Assignee"), which desires to acquire the entire right, title and interest in, to and under the patent application identified below and the inventions covered thereby.

Assignor invented certain new and useful inventions in:

BICYCLIC 1,4-DIAZEPANONES AND THERAPEUTIC USES THEREOF

which are set forth in:

Serial No.: 17/453,761 Filing Date: November 5, 2021
(which identifying information may be added after execution)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the above-mentioned inventions, application for letters patent, any and all non-provisionals, divisions, continuations, and continuations-in-part claiming priority thereto or the benefit thereof, substitutions of said applications, and any and all letters patent or patents in the United States of America and all foreign countries or jurisdictions which may be granted therefor and thereon, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding, and any and all extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover damages for past, present and future infringement, and any and all rights to claim priority to said application and any and all applications claiming priority thereto or based on said inventions), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

2. Assignor represents, warrants and covenants (a) that, at the time of execution and delivery of this agreement, Assignor is the sole and lawful owner of Assignor's entire right, title and interest in and to said inventions arising from Assignor's inventorship thereof and said application for letters patent, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement, or (b) that Assignor solely and lawfully owned Assignor's entire right, title and interest in and to said inventions arising from Assignor's inventorship thereof and said application for letters patent, and that the same were

unencumbered and that Assignor previously sold, assigned, transferred and set over, to Assignee, its successors, legal representatives and assigns, or to a predecessor in interest of Assignee, Assignor's entire right, title and interest in and to said inventions and said applications for letters patent.

3. Assignor shall promptly sign, execute, and deliver to Assignee all papers, instruments, affidavits, and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) any non-provisional, division, continuation, or continuation-in-part claiming priority thereto or the benefit thereof, or any substitution of any such application, or (c) any letters patent or patents for said inventions in any country or jurisdiction, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination, or other post-grant proceeding. For purposes of this paragraph, "procurement, maintenance, enforcement, defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, and post-grant proceeding, whether before a patent office or other administrative body or judicial body with jurisdiction therefor.

4. Assignor hereby authorizes and requests the Commissioner for Patents in the United States to issue the above mentioned letters patents of the United States and any reissue, reexamination, review, or extension thereof to and in the name of Assignee as the assignee of said inventions and the letters patents to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.

5. Assignor hereby grants attorneys, all of Morrison & Foerster LLP (or as needed attorneys of the applicable country appointed and authorized by Morrison & Foerster LLP), the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office or any foreign patent issuing authority for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known.

6. This assignment may be executed in one or more counterparts, with the same effect as if each signature were on the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

ASSIGNOR(s):

Date: <u>April 21, 2022</u>	Signature: <u>/ Takuya Makino</u>	/
	Takuya Makino	
Date: _____	Signature: <u>/</u>	/
	Kazuyuki Tsuchiya	
Date: _____	Signature: <u>/</u>	/
	Toshio Kurosaki	
Date: <u>May 11, 2022</u>	Signature: <u>/ Susumu Yamaki</u>	/
	Susumu Yamaki	
Date: <u>April 20, 2022</u>	Signature: <u>/ Eriko Honjo</u>	/
	Eriko Honjo	
Date: <u>April 20, 2022</u>	Signature: <u>/ Yuka Koizumi</u>	/
	Yuka Koizumi	
Date: _____	Signature: <u>/</u>	/
	Naoto Katoh	

Date: April 21, 2022 Signature: / Ryuichi Sekioka /
Ryuichi Sekioka

Date: April 20, 2022 Signature: / Ikumi Kuriwaki /
Ikumi Kuriwaki

ASSIGNEE:

Date: May 17, 2022 Signature: / /
Name: Yoriko Suzuki
Title: Staff Executive Director, Intellectual Property
Company: Astellas Pharma Inc.

ASSIGNMENT

This assignment is by:

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Assignor invented certain new and useful inventions in:

BICYCLIC 1,4-DIAZEPANONES AND THERAPEUTIC USES THEREOF

which are set forth in:

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(which identifying information may be added after execution)

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2. Assignor represents, warrants and covenants (a) that, at the time of execution and delivery of this agreement, Assignor is the sole and lawful owner of Assignor's entire right, title and interest in and to said inventions arising from Assignor's inventorship thereof and said application for letters patent, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement, or (b) that Assignor solely and lawfully owned Assignor's entire right, title and interest in and to said inventions arising from Assignor's inventorship thereof and said application for letters patent, and that the same were

unencumbered and that Assignor previously sold, assigned, transferred and set over, to Assignee, its successors, legal representatives and assigns, or to a predecessor in interest of Assignee, Assignor's entire right, title and interest in and to said inventions and said applications for letters patent.

3. Assignor shall promptly sign, execute, and deliver to Assignee all papers, instruments, affidavits, and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) any non-provisional, division, continuation, or continuation-in-part claiming priority thereto or the benefit thereof, or any substitution of any such application, or (c) any letters patent or patents for said inventions in any country or jurisdiction, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination, or other post-grant proceeding. For purposes of this paragraph, "procurement, maintenance, enforcement, defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, and post-grant proceeding, whether before a patent office or other administrative body or judicial body with jurisdiction therefor.

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5. Assignor hereby grants attorneys, all of Morrison & Foerster LLP (or as needed attorneys of the applicable country appointed and authorized by Morrison & Foerster LLP), the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office or any foreign patent issuing authority for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known.

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In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).


ASSIGNOR(s):

Date: _____	Signature: _____	/	/
		Takuya Makino	
Date: <u>April 18, 2022</u>	Signature: _____	/	/
		Kazuyuki Tsuchiya	
Date: _____	Signature: _____	/	/
		Toshio Kurosaki	
Date: _____	Signature: _____	/	/
		Susumu Yamaki	
Date: _____	Signature: _____	/	/
		Eriko Honjo	
Date: _____	Signature: _____	/	/
		Yuka Koizumi	
Date: _____	Signature: _____	/	/
		Naoto Katoh	

Date: _____ Signature: /
Ryuichi Sekioka

Date: _____ Signature: /
Ikumi Kuriwaki

ASSIGNEE:

Date: May 17, 2022 Signature: / 
Name: Yoriko Suzuki
Title: Staff Executive Director, Intellectual Property
Company: Astellas Pharma Inc.

ASSIGNMENT

This assignment is by:

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In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).


ASSIGNOR(s):

Date: _____	Signature: _____	/
	Takuya Makino	
Date: _____	Signature: _____	/
	Kazuyuki Tsuchiya	
Date: <u>April 19, 2022</u>	Signature: <u>Toshio Kurosaki</u>	/
	Toshio Kurosaki	
Date: _____	Signature: _____	/
	Susumu Yamaki	
Date: _____	Signature: _____	/
	Eriko Honjo	
Date: _____	Signature: _____	/
	Yuka Koizumi	
Date: _____	Signature: _____	/
	Naoto Katoh	

Date: _____ Signature: /
Ryuichi Sekioka

Date: _____ Signature: /
Ikumi Kuriwaki

ASSIGNEE:

Date: May 17, 2022 Signature: / 
Name: Yoriko Suzuki
Title: Staff Executive Director, Intellectual Property
Company: Astellas Pharma Inc.

ASSIGNMENT

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Serial No.: 17/453,761 Filing Date: November 5, 2021
(which identifying information may be added after execution)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the above-mentioned inventions, application for letters patent, any and all non-provisionals, divisions, continuations, and continuations-in-part claiming priority thereto or the benefit thereof, substitutions of said applications, and any and all letters patent or patents in the United States of America and all foreign countries or jurisdictions which may be granted therefor and thereon, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination or other post-grant proceeding, and any and all extensions of said letters patent or patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee (including any right to institute actions and to recover damages for past, present and future infringement, and any and all rights to claim priority to said application and any and all applications claiming priority thereto or based on said inventions), for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which letters patent or patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

2. Assignor represents, warrants and covenants (a) that, at the time of execution and delivery of this agreement, Assignor is the sole and lawful owner of Assignor's entire right, title and interest in and to said inventions arising from Assignor's inventorship thereof and said application for letters patent, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth in this agreement, or (b) that Assignor solely and lawfully owned Assignor's entire right, title and interest in and to said inventions arising from Assignor's inventorship thereof and said application for letters patent, and that the same were

unencumbered and that Assignor previously sold, assigned, transferred and set over, to Assignee, its successors, legal representatives and assigns, or to a predecessor in interest of Assignee, Assignor's entire right, title and interest in and to said inventions and said applications for letters patent.

3. Assignor shall promptly sign, execute, and deliver to Assignee all papers, instruments, affidavits, and documents, take all lawful oaths, and do all acts necessary, required or useful for the procurement, maintenance, enforcement, defense or otherwise to secure title thereto to the Assignee, at the sole cost and expense of Assignee, its successors, legal representatives and assigns, in each case including, without limitation, arising from or relating to (a) said inventions, or said application for letters patent; (b) any non-provisional, division, continuation, or continuation-in-part claiming priority thereto or the benefit thereof, or any substitution of any such application, or (c) any letters patent or patents for said inventions in any country or jurisdiction, including, without limitation, any modifications to such letters patent or patents such as through reissue, re-examination, or other post-grant proceeding. For purposes of this paragraph, "procurement, maintenance, enforcement, defense" shall include, without limitation, any preparation, prosecution, pre-grant proceeding, and post-grant proceeding, whether before a patent office or other administrative body or judicial body with jurisdiction therefor.

4. Assignor hereby authorizes and requests the Commissioner for Patents in the United States to issue the above mentioned letters patents of the United States and any reissue, reexamination, review, or extension thereof to and in the name of Assignee as the assignee of said inventions and the letters patents to be issued thereon for the sole use of Assignee, its successors, legal representatives and assigns.

5. Assignor hereby grants attorneys, all of Morrison & Foerster LLP (or as needed attorneys of the applicable country appointed and authorized by Morrison & Foerster LLP), the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark office or any foreign patent issuing authority for recordation of this document, including the power to insert on this assignment the application number and filing date of said application when known.

6. This assignment may be executed in one or more counterparts, with the same effect as if each signature were on the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

In witness whereby, executed by the undersigned on the date(s) opposite the undersigned name(s).

ASSIGNOR(s):

Date: _____	Signature: _____	/
	Takuya Makino	
Date: _____	Signature: _____	/
	Kazuyuki Tsuchiya	
Date: _____	Signature: _____	/
	Toshio Kurosaki	
Date: _____	Signature: _____	/
	Susumu Yamaki	
Date: _____	Signature: _____	/
	Eriko Honjo	
Date: _____	Signature: _____	/
	Yuka Koizumi	
Date: <u>April 19, 2022</u>	Signature: <u>[Signature]</u>	/
	Naoto Katoh	

Date: _____ Signature: /
Ryuichi Sekioka

Date: _____ Signature: /
Ikumi Kuriwaki

ASSIGNEE:

Date: May 17, 2022 Signature: /
Name: Yoriko Suzuki
Title: Staff Executive Director, Intellectual Property
Company: Astellas Pharma Inc.