

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7978279

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EVONIK CORPORATION	04/25/2023
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: 1	
Property Type	Number
Application Number:	17053614
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
ATTORNEY DOCKET NUMBER:	AKE-002US1
NAME OF SUBMITTER:	FANGLI CHEN, PH.D.
SIGNATURE:	/Fangli Chen, Reg. No. 51,551/
DATE SIGNED:	05/30/2023
Total Attachments: 13	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “**Assignment**”) is being entered into by and between **Evonik Corporation** (“**Assignor**”), and **Akebia Therapeutics, Inc.** (“**Assignee**”).

WHEREAS, Assignor is owner of patent rights in U.S. Application No. 17/053,614, filed on November 6, 2020, International Application No. PCT/US19/31310, filed May 8, 2019, and U.S. Provisional Application No. 62/669,135, filed May 9, 2018, and the applications listed in **Schedule A** by virtue of assignment from inventors (attached as **Exhibit A**) and in accordance with the employment agreements between the inventors and Assignor and by virtue of assignment from **Evonik Operations GmbH** (attached as **Exhibit B**); and

NOW THEREFORE, for good and valuable consideration of \$1 US dollar and in consideration of the mutual covenants, agreements, representations and warranties contained herein, Assignor hereby sells, assigns, transfers, and sets over to Assignee or its heirs, successors, assigns, or other legal representatives the full and entire right, title, and interest in and to the Patents and the inventions therein, including the right of Assignee or its heirs, successors, assigns, or other legal representatives to: (a) file any nonprovisional patent applications and to otherwise seek any patent in the United States and any foreign jurisdiction claiming priority to the provisional patent application; (b) file any and all divisional, continuation, and continuation-in-part applications claiming priority to the nonprovisional patent application; and (c) seek reissues, reexaminations, adjustments, or extensions of any patent claiming priority to the provisional application which the Assignee may hold and enjoy as fully and entirely as Assignor would have had this assignment and sale not been made and Assignor acknowledges that Assignee has all rights under all applicable intellectual property treaties and conventions and the full benefits thereof and all rights, privileges and advantages appertaining thereto, TO HOLD the same unto and to the use of Assignee, its successors and assigns to the full end of the terms for which the said Patents were or will be granted and during any such terms, and for any and all rights extending from, including any divisions, continuations, continuations-in-part, reissues, reexaminations adjustments and extensions;

AND, for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this assignment of the Patents and the inventions therein and other such acts that may be necessary or desirable to perfect the title to, including the invention, the provisional patent application, any application or applications claiming priority thereto and any patent or patents that may be obtained therefrom and Assignor further agrees to ratify and hereby ratifies any acts of Assignee in applying for a patent in Assignee's own name in any jurisdiction where such procedure is proper and agrees to execute or have executed any documents or assignments where it is necessary that they be executed by the inventor(s) and Assignor further agrees to execute assignments of any patent applications claiming the invention, any patent applications filed which claim priority to the provisional patent application, and any patents issuing from such patent applications to Assignee;

AND, Assignor hereby conveys all of Assignor's rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for letters patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment.

AND, Assignor hereby further agrees to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved.

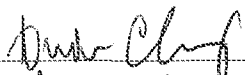
AND, Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue such letters patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

AND, Assignor represents and warrants that Assignor has the full right to convey the entire interest of the Patents, the inventions therein and the applications and has not granted any rights inconsistent with the rights granted in this Assignment.

Executed as of this 25th day of APRIL, 2023

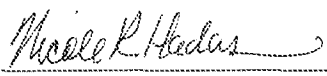
ASSIGNOR:

Evonik Corporation

By: 
Name: Andrew Chuby
Title: Attorney-in-Fact

ASSIGNEE:

Akebia Therapeutics, Inc.

By: 
Name: Nicole R. Hadas
Title: SVP and Chief Legal Officer

ASSIGNMENT

WHEREAS, I, **Alan O'Connor**, hereby declare and agree, on behalf of myself and all of my successors and assign that I am aware of the patent application(s) entitled:

PROCESS FOR PREPARING 2-[[5-(3-CHLOROPHENYL)-3-HYDROXYPYRIDINE-2-CARBONYL]AMINO] ACETIC ACID

prepared for filing in the United States Patent and Trademark Office; or

identified by United States Application Serial No. 17/053,614
filed in the United States Patent and Trademark Office on; November 6, 2020;

identified by International Patent Application No. PCT/US2019/031310
filed on May 8, 2019; and

identified by United States Application Serial No. 62/669,135
filed on May 9, 2018; and

including related applications (attached as Schedule A).

WHEREAS **Evonik Corporation**, (hereinafter "ASSIGNEE"), having a usual place of business at 2 Turner Place, Piscataway, NJ 08854, desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, and transferred and/or do hereby sell, assign, and transfer unto said ASSIGNEE, their successors, assigns, and legal representatives, my entire right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in and to any and all inventions described in the patent application, and/or any priority applications noted above, including any right of priority thereto; and hereby confirm that my sale, assignment and transfer is and was effective at least as of the filing date of the patent application and/or priority application. My sale, assignment and transfer applies to the above- referenced patent application, and to any application that is based in whole or in part on the patent application, including any divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application. Also, this sale, assignment and transfer pertains to any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEE for their own use and for their successors, assigns and legal representatives, to the full

end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by me had this sale, assignment and transfer not been made;

AND, I hereby acknowledge that this Assignment, being of my entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive any and all patent(s) for said inventions in their own name(s);

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEE, their successors, assignee, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts we know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

AND, I further hereby authorize ASSIGNEE or their attorneys or agents to insert the correct serial number(s) and/or filing date(s) into this assignment document, if appropriate;

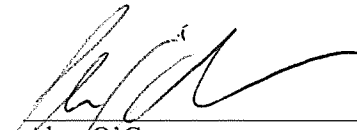
AND, I hereby appoint ASSIGNEE as my common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;

AND, I hereby request the Commissioner for Patents of the United States Patent and Trademark Office to issue any and all patent(s) as shall be granted upon said application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;

AND, I covenant with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.

AND, I covenant with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.

SIGNED this 13th day of April, 2023


Alan O'Connor

WITNESSES

Witness Signature: Nadine Davis
Witness Name: Nadine Davis
Witness Date: 4-13-2023

Witness Signature: Peggy Barrard
Witness Name: Peggy Barrard
Witness Date: 4-13-2023

NOTARY

STATE OF _____
SS.
COUNTY OF _____

Before me this _____ day of _____, 20____, personally appeared _____, and proved to me through satisfactory evidence of identity which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

NOTARY PUBLIC

Name: _____
My Commission Expires: _____

ASSIGNMENT

WHEREAS, I, **Sascha Jautze**, hereby declare and agree, on behalf of myself and all of my successors and assign that I am aware of the patent application(s) entitled:

PROCESS FOR PREPARING 2-[[5-(3-CHLOROPHENYL)-3-HYDROXYPYRIDINE-2-CARBONYL]AMINO] ACETIC ACID

prepared for filing in the United States Patent and Trademark Office; or

identified by United States Application Serial No. 17/053,614
filed in the United States Patent and Trademark Office on; November 6, 2020 ;

identified by International Patent Application No. PCT/US2019/031310
filed on May 8, 2019 ; and

identified by United States Application Serial No. 62/669,135
filed on May 9, 2018 ; and

including related applications (attached as Schedule A).

WHEREAS **Evonik Corporation**, (hereinafter “ASSIGNEE”), having a usual place of business at 2 Turner Place, Piscataway, NJ 08854, desires to acquire or confirm an interest therein;

NOW, THEREFORE, to all whom it may concern be it known that, in consideration of agreements previously and duly entered into between the parties, and/or for other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, and transferred and/or do hereby sell, assign, and transfer unto said ASSIGNEE, their successors, assigns, and legal representatives, my entire right, title, and interest in and throughout the United States of America, its territories and all foreign countries, in and to any and all inventions described in the patent application, and/or any priority applications noted above, including any right of priority thereto; and hereby confirm that my sale, assignment and transfer is and was effective at least as of the filing date of the patent application and/or priority application. My sale, assignment and transfer applies to the above- referenced patent application, and to any application that is based in whole or in part on the patent application, including any divisional, continuing, substitute, renewal, reissue, reexamination and other applications, for example that claim priority to the patent application. Also, this sale, assignment and transfer pertains to any and all other rights arising under or pursuant to any and all international agreements, treaties, or laws relating to the protection of industrial property, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any such patent(s) as may issue thereon including any and all original and reissued patents which have been or shall be issued in the United States and foreign countries; said inventions, applications, and patent(s) to be held and enjoyed by ASSIGNEE for their own use and for their successors, assigns and legal representatives, to the full end of the term for which said patent(s) may be granted as fully and entirely as the same would have been held by me had this sale, assignment and transfer not been made;

AND, I hereby acknowledge that this Assignment, being of my entire right, title, and interest in and to the inventions, carries with it the right in ASSIGNEE, by attorneys and agents of ASSIGNEE selection, to apply for and receive any and all patent(s) for said inventions in their own name(s);

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the patent(s) to ASSIGNEE, their successors, assignee, and legal representatives, but at its expense and charges, including the execution of application for patents in foreign countries, the execution of substitution, reissue, divisional or continuation applications, and the giving of testimony, preliminary statements, or other statements in any interference or other proceeding in which the inventions or any applications or patents directed to the inventions may be involved by communicating to the ASSIGNEE all facts we know relating to the inventions and their history, and generally by doing everything possible which ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for the inventions and for vesting title in the inventions and all applications for patent and all patents on the inventions in ASSIGNEE;

AND, I further hereby authorize ASSIGNEE or their attorneys or agents to insert the correct serial number(s) and/or filing date(s) into this assignment document, if appropriate;

AND, I hereby appoint ASSIGNEE as my common agent for purposes of prosecuting international patent applications and any national patent applications for which such common agency is recognized;

AND, I hereby request the Commissioner for Patents of the United States Patent and Trademark Office to issue any and all patent(s) as shall be granted upon said application or applications based thereon to ASSIGNEE, its successors, assigns, and legal representatives;

AND, I covenant with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.

AND, I covenant with said ASSIGNEE that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.

SIGNED this 18 day of April, 2023

S. Jautze
Sascha Jautze

WITNESSES

Witness Signature: Ronald T. South
Witness Name: Ronald T. South
Witness Date: 18-APR-2023

Witness Signature: Lester E. Wheelchel III
Witness Name: Lester E. Wheelchel III
Witness Date: 18-APR-2023

NOTARY

STATE OF _____
SS.
COUNTY OF _____

Before me this _____ day of _____, 20____, personally appeared _____, and proved to me through satisfactory evidence of identity which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

NOTARY PUBLIC

Name: _____
My Commission Expires: _____

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “Assignment”) is being entered into by and between **Evonik Operations GmbH** (“Assignor”), and **Evonik Corporation** (“Assignee”).

WHEREAS, Assignor is owner of patent rights in U.S. Application No. 17/053,614, filed on November 6, 2020, International Application No. PCT/US19/31310, filed May 8, 2019, and U.S. Provisional Application No. 62/669,135, filed May 9, 2018, and the applications listed in **Schedule A** by virtue of assignment from inventor (attached as **Exhibit A**) and in accordance with the employment agreements between the inventor and Assignor; and

NOW THEREFORE, for good and valuable consideration of \$1 US dollar and in consideration of the mutual covenants, agreements, representations and warranties contained herein, Assignor hereby sells, assigns, transfers, and sets over to Assignee or its heirs, successors, assigns, or other legal representatives the full and entire right, title, and interest in and to the Patents and the inventions therein, including the right of Assignee or its heirs, successors, assigns, or other legal representatives to: (a) file any nonprovisional patent applications and to otherwise seek any patent in the United States and any foreign jurisdiction claiming priority to the provisional patent application; (b) file any and all divisional, continuation, and continuation-in-part applications claiming priority to the nonprovisional patent application; and (c) seek reissues, reexaminations, adjustments, or extensions of any patent claiming priority to the provisional application which the Assignee may hold and enjoy as fully and entirely as Assignor would have had this assignment and sale not been made and Assignor acknowledges that Assignee has all rights under all applicable intellectual property treaties and conventions and the full benefits thereof and all rights, privileges and advantages appertaining thereto, TO HOLD the same unto and to the use of Assignee, its successors and assigns to the full end of the terms for which the said Patents were or will be granted and during any such terms, and for any and all rights extending from, including any divisions, continuations, continuations-in-part, reissues, reexaminations adjustments and extensions;

AND, for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this assignment of the Patents and the inventions therein and other such acts that may be necessary or desirable to perfect the title to, including the invention, the provisional patent application, any application or applications claiming priority thereto and any patent or patents that may be obtained therefrom and Assignor further agrees to ratify and hereby ratifies any acts of Assignee in applying for a patent in Assignee's own name in any jurisdiction where such procedure is proper and agrees to execute or have executed any documents or assignments where it is necessary that they be executed by the inventor(s) and Assignor further agrees to execute assignments of any patent applications claiming the invention, any patent applications filed which claim priority to the provisional patent application, and any patents issuing from such patent applications to Assignee;

AND, Assignor hereby conveys all of Assignor's rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for letters patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment.

AND, Assignor hereby further agrees to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved.

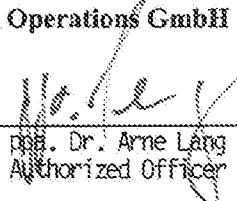

AND, Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue such letters patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

AND, Assignor represents and warrants that Assignor has the full right to convey the entire interest of the Patents, the inventions therein and the applications and has not granted any rights inconsistent with the rights granted in this Assignment.

Executed as of this 21st day of April, 2023.

ASSIGNOR:

Evonik Operations GmbH

By:  
Name: ppa. Dr. Arne Lang ppa. Dr. Kersten Dittmar
Title: Authorized Officer Authorized Officer

ASSIGNEE:

Evonik Corporation

By: _____
Name:
Title:

AND, Assignor hereby conveys all of Assignor's rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for letters patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment.

AND, Assignor hereby further agrees to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved.

AND, Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue such letters patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

AND, Assignor represents and warrants that Assignor has the full right to convey the entire interest of the Patents, the inventions therein and the applications and has not granted any rights inconsistent with the rights granted in this Assignment.

Executed as of this 21st day of APRIL, 2023

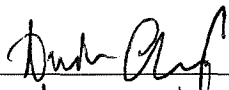
ASSIGNOR:

Evonik Operations GmbH

By: _____
Name:
Title:

ASSIGNEE:

Evonik Corporation

By: 
Name: Andrew Chung
Title: Attorney-in-Fact

Schedule A
Patents and Patent Applications

Attorney Docket No.	Country	Filing Date	Application No.	Patent No.	Status
AKE-002AR1	AR	May 8, 2019	P190101226	--	Published
AKE-002AU1	AU	May 8, 2019	2019265629	--	Pending
AKE-002CA1	CA	May 8, 2019	3,097,219	--	Pending
AKE-002CN1	CN	May 8, 2019	201980030849.4	--	Published
AKE-002EP1	EP	May 8, 2019	19725555.7	--	Published
AKE-002HK1	HK	May 8, 2019	62021038885.1	--	Published
AKE-002IL1	IL	May 8, 2019	278533	--	Published
AKE-002IN1	IN	May 8, 2019	202047052494	--	Published
AKE-002JP1	JP	May 8, 2019	2020-562673	--	Published
AKE-002KR1	KR	May 8, 2019	10-2020-7035252	--	Pending
AKE-002MX1	MX	May 8, 2019	MX/a/2020/011845	--	Pending
AKE-002NZ1	NZ	May 8, 2019	769591	--	Pending
AKE-002RU1	RU	May 8, 2019	2020140212	--	Published
AKE-002TW1	TW	May 8, 2019	108115898	--	Published
AKE-002US1	US	November 6, 2020	17/053,614	--	Allowed

Attorney Docket Nos. AKE-002US1 | AKE-002WO | AKE-002USP1

Attorney Docket No.	Country	Filing Date	Application No.	Patent No.	Status
AKE-002USP1	US	May 9, 2018	62/669,135		Expired
AKE-002WO	WO	May 8, 2019	PCT/US19/31310	--	Expired