

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI172339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
Novartis AG			04/11/2024
RECEIVING PARTY DATA			
Company Name:	Elanco Tiergesundheit AG (f/k/a Novartis Tiergesundheit AG),		
Street Address:	MATTENST R. 24A		
City:	BASEL		
State/Country:	SWITZERLAND		
Postal Code:	4058		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	7302913		
Patent Number:	7707970		
CORRESPONDENCE DATA			
Fax Number:			
<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:	3014536100		
Email:	docketing@mmviplaw.com		
Correspondent Name:	McBee Moore & Vanik IP LLC		
Address Line 1:	10 South Market Street, 2nd Floor,		
Address Line 4:	Frederick, MARYLAND 21701		
ATTORNEY DOCKET NUMBER:	2920951-000301		
NAME OF SUBMITTER:	Dawn Beebe		
SIGNATURE:	Dawn Beebe		
DATE SIGNED:	04/17/2024		
Total Attachments: 5			
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PATENT

CONFIRMATORY PATENT ASSIGNMENT AGREEMENT

This **CONFIRMATORY PATENT ASSIGNMENT AGREEMENT** (together with all Exhibits attached hereto, this "Assignment") is entered into as of this 11th day of April, 2024 (the "Execution Date") and effective as of the Interest Date (as defined below) by (i) **Novartis AG**, a Swiss corporation ("Assignor"), in favor of (ii) **Elanco Tiergesundheit AG (f/k/a Novartis Tiergesundheit AG)**, a Swiss corporation ("Assignee").

WHEREAS, as part of transactions consummated on or about January 1, 2015 (the "Interest Date") (pursuant to that certain Intellectual Property Assignment dated January 1, 2015, by and between Assignor and Assignee and the certain Patent Assignment, dated January 1, 2015, by and between Assignor and Assignee (the "Prior Assignments")), Assignor transferred and assigned to Assignee, and Assignee acquired from Assignor, effective as of the applicable Interest Date, all of the entire worldwide rights, title, and interest in and to the patents and patent applications set forth in the Prior Assignments (the "Prior Assignment Patents"), and the patents and patent applications set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Patents"), together with the inventions disclosed therein (the "Inventions") (collectively, the "Assigned Patent Rights"); and

WHEREAS, Assignor and Assignee now desire to supplement the Prior Assignments and execute and deliver this Assignment to confirm such assignment of the Assigned Patent Rights from Assignor to Assignee and, without limiting the foregoing, to restate such assignment of the Assigned Patent Rights from Assignor to Assignee, in each case, effective as of the Interest Date.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Effective as of the applicable Interest Date and consistent with the Prior Assignments, Assignor hereby confirms its absolute, irrevocable, and unconditional transfer, conveyance, and assignment of, and Assignee hereby confirms its receipt and acceptance of, (and without limiting the foregoing, Assignor hereby absolutely, irrevocably, and unconditionally transfers, conveys, and assigns to Assignee, and Assignee hereby receives and accepts), free and clear of any and all liens, encumbrances, restrictions, reservations, or limitations, all rights, title, and interest that exist today and may exist in the future in and to all of the entire Assigned Patent Rights (including, without limitation, the Patents and the Inventions developed, created, composed, invented, or authored by the Assignor, either alone or with others, during the course of its engagement or employment with the Assignee, or using the Assignee's or its or affiliates' facilities or resources) for the United States of America and all countries foreign thereto, including, without limitation: (a) any and all rights of priority under the International Convention of Paris (1883) as amended; (b) the entire rights, title, and interest in and to any and all patent applications, patents, priority applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, and extensions based thereon and any foreign counterparts of any of the foregoing (including utility models, inventors' certificates, industrial design protection, and any other form of governmental grants or issuances for the protection of inventions, designs, or discoveries), in

each case, which may be filed or granted therefor in the United States or any foreign country; (c) any and all claims, causes of action, enforcement rights, and rights to sue for past, present, or future infringements of any of the foregoing and to pursue and collect damages, costs, injunctive relief, and other remedies therefor; (d) any and all royalties, income, proceeds, and other payments due under or arising from any of the foregoing; and (e) rights to apply for, file, register, maintain, extend, and renew any of the foregoing. Assignor also agrees that Assignee may apply for foreign Letters Patent on the Assigned Patent Rights, and Assignor agrees to cooperate with Assignee and to execute and deliver at Assignee's cost and without additional consideration any additional documents as deemed necessary or desirable by Assignee to apply for or maintain patents or other legal protection for any of the Assigned Patent Rights in any country of the world. Assignor further authorizes and requests the United States Commissioner of Patents and Trademarks to issue any Letters Patent granted upon any Assigned Patent Rights to Assignee. Assignor agrees and acknowledges that Assignee is the legal and equitable owner of the Assigned Patent Rights (including, without limitation, the Patents and the Inventions).

2. Further Assurances. Upon Assignee's request, Assignor shall, at Assignee's cost and without need for further consideration, cooperate with Assignee to ensure that Assignor's obligations under this Assignment are fully discharged, including by executing and delivering such other documents and taking such other actions as may be necessary to evidence and record the consummation and effectuation of the transfer, conveyance, and assignment of the Assigned Patent Rights (including, without limitation, the Patents and the Inventions) to Assignee. In furtherance of the foregoing, Assignor hereby authorizes Assignee, on Assignor's behalf, to record this Assignment with the United States Patent and Trademark Office and the corresponding governmental authorities in any applicable jurisdictions and to file any other documents as are reasonably necessary as to show clear chain of title in and to the Assigned Patent Rights (including, without limitation, the Patents and the Inventions) to Assignee.

3. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument. Further, this Assignment may be executed by transfer of an originally signed document by facsimile, electronic or e-mail in PDF format, each of which will be as fully binding as an original document. Notwithstanding the foregoing, if an original signature and/or any other formalities (including, without limitation, notarization or apostille) are required by any governmental authority, then the parties hereto shall amend, execute, and revise this Assignment in accordance therewith and in satisfaction thereof.

4. Effect of this Assignment. Except to the extent amended or supplemented by this Assignment, the Prior Assignments remain in full force and effect in accordance with its terms. In the event of any inconsistency between the terms and conditions of the Assignment and the Prior Assignments, the terms and conditions of this Assignment shall prevail.

5. Binding Effect. The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

6. Governing Law; Jurisdiction; Venue. The governing law provisions set forth in

the Prior Assignments are hereby incorporated herein and shall apply mutatis mutandis.

7. **Power of Attorney.** Effective as of the applicable Interest Date, Assignee hereby appoints (and confirms its prior appointment of) Assignor and its successors, agents and assigns as its true and lawful attorney, in its name, place and stead, with power of substitution, to take any action and to execute any instrument, in each case, to make any filings required to maintain and/or renew any issuance of (or pending applicable for) any of the Assigned Patent Rights, in each case, prior to the Execution Date.

8. **Entire Agreement.** The Prior Assignments and this Assignment constitute the entire agreement between the parties hereto with regard to the subject matter hereof, and supersede all prior or contemporaneous communications, negotiations and agreements (whether written or oral) of the parties hereto with respect to the subject matter hereof.

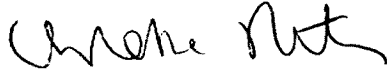
[Signature Page Follows]

IN WITNESS WHEREOF, the duly authorized representatives of Assignor and Assignee have executed this Assignment as of the Execution Date.



Ian James Hiscock
Authorized Signatory

Novartis AG

By: 

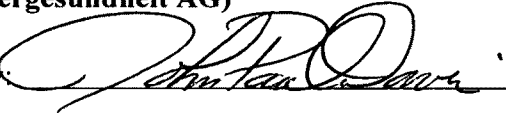
Name: Dr. Charlotte Retzler
Authorized Signatory

Title: _____

Date: 3rd April 2024

("Assignor")

Elanco Tiergesundheit AG (f/k/a Novartis
Tiergesundheit AG)

By: 

Name: John Davis

Title: Associate General Counsel

Date: 11 April 2024

("Assignee")

EXHIBIT A

List of Patents

Prior Assignment Patents:

The schedules of the Prior Assignments are incorporated herein by reference, which includes:

Title	Country	Filing Date	Grant Publication Date	Patent Number / Publication Number	Filing Number
Uso de células vivas e mortas de Arthrobacter contra septicemia rickettsiácea em salmonídeos, composição de vacina e kit, e uso dos mesmos	BR	7/14/2003	9/16/2014	BR0312632B1	BRPI0312632-3A
Uso de celulas de arthrobacter vivas para el tratamiento o prevencion de piscirickettsiosis en peces	CL	7/14/2003	10/6/2009	45685	200301426
Vaccine against salmonid rickettsial septicaemia based on arthrobacter cells	US	2/14/2005	12/4/2007	US7302913	10/521,104
Vaccine against salmonid rickettsial septicaemia based on arthrobacter cells	US	11/9/2007	5/4/2010	US7707970	11/937,642

Priority Applications:

PCT International Application Number PCT/EP2003/007605 filed on 14 July 2003

United Kingdom Patent Application Number GB 0220100.2 filed on 29 August 2002

United Kingdom Patent Application Number GB 0216414.3 filed on 15 July 2002