

Señores

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

DIVISIÓN DE NUEVAS CREACIONES

E. _____ S. _____

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO



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Ref.: Expediente N°. 08-020.313

Solicitud de Patente de Invención titulada: "BENCIMIDAZOLES SUSTITUIDOS Y
METODOS DE PREPARACION"

Solicitante: NOVARTIS AG.

RESPUESTA AL OFICIO N° 4975 NOTIFICADO

POR FIJACION EN LISTA No. 112, DE FECHA 11 DE ABRIL DE 2008,

(EXAMEN DE FORMA)

CARLOS R. OLARTE, mayor de edad y vecino de Bogotá, identificado tal como aparece al pie de mi firma, en mi carácter de apoderado de la sociedad en referencia, me permito dar respuesta al auto emanado de ese Despacho dentro del término legal previsto en el artículo 39 de la Decisión 486 en los siguientes términos:

1. En respuesta a la única observación del Examinador, me permito aportar junto al presente memorial, un (1) documento de cesión debidamente legalizado, en que consta la cesión de once (11) inventores al solicitante, junto con su correspondiente traducción, según lo previsto en el Art. 26-k de la Decisión 486.

Atentamente,

CARLOS R. OLARTE
C.C. N°. 79.782.747 de Bogotá
T.P. 74.295

Anexos: Documento de Cesión

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APOSTILLA

(CONVENCION DE LA HAYA DEL 5 DE OCTUBRE DE 1961)

1. PAÍS: ESTADOS UNIDOS DE AMERICA
2. ESTE DOCUMENTO PÚBLICO HA SIDO FIRMADO POR: KELLY ANN STRITENBERGER
3. EN CALIDAD DE: NOTARIO PÚBLICO OFICIAL
4. CERTIFICADO CON EL SELLO DE: NOTARIO PÚBLICO KELLY ANN STRITENBERGER

CERTIFICÓ

5. EN TRENTON, NEW JERSEY
6. EL 25 DE ABRIL DE 2008
7. POR: R. David Rousseau, Tesorero de New Jersey
8. No. A325402
9. SELLO:
10. FIRMA: ilegible

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TESTIFICACION

Yo certifico por medio del presente que esta es una copia fiel y verdadera de la CESION original de los inventores a NOVARTIS AG, de una patente titulada, "**BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION**", habiendo sido ejecutada dicha cesión por los siguientes inventores **DANLIN GU** el 25 de marzo de 2008, **TERESA E. PICK** el 21 de Marzo de 2008, **DANIEL J. POON** el 25 de febrero de 2008, **DAVID RYCKMAN** el 12 de Marzo de 2008, **BRIDGET R. MILLER** el 27 de febrero de 2008, **BRIAN DIAZ** el 26 de febrero de 2008, **JONATHAN P. VAN DYCK** el 13 de Febrero de 2008, **DAVID A. SIESEL** el 13 de Febrero de 2008, **MARTIN DIMITROFF** el 20 de febrero de 2008, **TYSON SWIFTNEY** el 1 de abril de 2008, **BRADY S. STILLWELL** el 22 de abril de 2008.

Fecha: Marzo 3 de 2008.

(Firma) Maureen McGee.

RECONOCIMIENTO

Estado de NEW JERSEY)

Condado de MORRIS)

En este día 23 de Abril de 2008, se presentó personalmente ante mi Maureen McGee sabiendo, y sabiéndolo yo ser la misma persona descrita en este documento y quien ejecutó el anterior instrumento, y reconoce que el (ella) ejecutó el mismo, por su propia voluntad con los propósitos expuestos.

(Firma Ilegible)

Notario Público

Sello del Notario
KELLY ANN STRITENBERGER
Notario Público – New Jersey
"Mi comisión expira el 26 de enero de 2012"

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CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Canadá.
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
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9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.

Por medio del presente vendemos y transferimos a **NOVARTIS AG**, una compañía constituida bajo las leyes de la Confederación Suiza, de Lichtstrasse

35, 4056 Basilea, Suiza y sus sucesores, cesionarios, y representantes legales todos nuestros derechos titulo e interés para todos los países del mundo, (Novartis AG, llamado de ahora en adelante colectivamente los **CESIONARIOS**) en y para (1) todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada:

"BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION"

y presentada en la Oficina de Patentes y Marcas de los Estados Unidos el _____ y de acuerdo con la Solicitud de Patente Internacional PCT/US2006/034112, presentada el 30 de Agosto de 2006 (2) dicha solicitud de patente identificada en (1), (3) todas las fases nacionales de dicha solicitud de patente internacional en (1), (4) todas las demás solicitudes de patentes en todas las regiones y países que reivindiquen prioridad de la solicitud de patentes provisional ó no provisional presentada en los Estados Unidos y marca el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/713.108, el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/712.539, el 27 de octubre de 2005 y de Acuerdo con la solicitud Número 60/731.591, el 17 de febrero de 2006 y de Acuerdo con la solicitud Número 60/774.684, de acuerdo con la solicitud número (5) por todas las solicitudes de Patentes, todos los derechos de prioridad basados en la solicitud de Patente en Los Estados Unidos en (4) en todos los países y regiones bajo la Convención de París para la Protección de la Propiedad Industrial, La Convención Inter-Americana relacionada a las invenciones, Patentes, Diseños, y Modelos Industriales, y todos los demás acuerdos internacionales a los cuales Los Estados Unidos ahora es o mas adelante se adhiera y, si la solicitud de Patente en los Estados Unidos identificada en(4) es una solicitud de Patente provisional, bajo 35 USC 119(e) (Incluyendo el derecho a presentar solicitud de Patente en dichos inventos y descubrimientos en nombre de los ASIGNADOS o sus designados o en nuestros nombres, a su elección y de acuerdo con las leyes aplicables en todos los países y regiones), (6) todas las continuaciones y divisiones de cualquier solicitud de Patente en Los Estados Unidos o solicitud de Patente Internacional designada en Los Estados Unidos e identificada en (1) y cualquier solicitud de Patente dentro de la oportunidad de (1) y cualquier solicitud de patente (4) (incluyendo como tal, sin limites de continuaciones de continuaciones de divisiones), ((2)-(4) y (6) llamados de ahora en adelante colectivamente "solicitudes de patentes"), (7) todas las patentes que sean concedidas de cualquiera de las solicitudes de patentes mencionadas, (8) todos los registros y confirmaciones y certificados de importación basados en una o mas de las patentes mencionadas y (9) todos los re-otorgamientos, renovaciones, y extensiones de dichas patentes, registros, confirmaciones y certificados de importación y certificados de re-reexaminación, expedidos para dichas patentes y certificados de protección basados en dichas patentes y solicitudes para tales re otorgamientos, renovaciones, extensiones, certificados de re-exanimación y certificados de protección, así mismo para ser conservada y disfrutada por dichos CESIONARIOS y sus sucesores, asignados y representantes legales, en su totalidad por dichas patentes, registros, confirmaciones, certificados de importación, certificados de re-reexaminación, certificados suplementarios de protección, re otorgamientos, renovaciones y extensiones que puedan ser expedidas, proporcionar todos los términos para que todas las patentes puedan ser concedidas, para conservar y disfrutar

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plenamente y totalmente por nosotros, así mismo como lo haríamos si esta cesión no hubiera sido vendida y transferida.

*Nosotros por medio del presente autorizamos al CESIONARIO y sus representantes para incorporar en este instrumento el número de la solicitud y la fecha de presentación de dicha solicitud cuando esta sea notificada.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, (i) al requerirse y a expensas del CESIONARIO o sus sucesores asignados o representantes legales, ejecutaremos y entregaremos cualquier y todos los documentos necesarios y deseables para perfeccionar el título de los anteriores inventos y descubrimientos, solicitudes de patente, registros confirmaciones, certificados de importación, re-otorgamientos, renovaciones, extensiones, certificados de reexaminación, certificados de protección adicional dentro del alcance de (8) y (9) a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable en la Oficina de Patentes u otra Oficina o Agencia para la Propiedad Intelectual o similar de cualquier país o región, (ii) al requerirse, pero a expensas del CESIONARIO o de sus sucesores, asignados, o representantes legales ejecutaremos todas las solicitudes adicionales de Patente dentro del alcance de (3), (4) y (6) y todas las solicitudes dentro del alcance de (8) o (9) y (iii) y realizaremos las declaraciones necesarias juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales

Ejecutado el día 25 de Marzo de 2008

(Firma) Danlin GU

RECONOCIMIENTO

ESTADO DE CALIFORNIA) SS:

CONDADO DE SAN DIEGO)

En este día 25 de Marzo de 2008, compareció ante mi personalmente Danlin GU que me conoce y conocidos por mi para ser la misma persona descrita en el documento y que el instrumento anterior, y reconoció que el (ella) ejecutado el mismo, de su (su) propia voluntad con los propósitos previstos.

firmado: TRUNG M. TRAN
Notario Público de California
Condado de San Diego
Mi comisión expira el 15 de mayo de 2011

CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Canada.
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.

Por medio del presente vendemos y transferimos a **NOVARTIS AG**, una compañía constituida bajo las leyes de la Confederación Suiza, de Lichtstrasse

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35, 4056 Basilea, Suiza y sus sucesores, cesionarios, y representantes legales todos nuestros derechos título e interés para todos los países del mundo, (Novartis AG, llamado de ahora en adelante colectivamente los **CESIONARIOS**) en y para (1) todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada:

“BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION”

y presentada en la Oficina de Patentes y Marcas de los Estados Unidos el _____ y de acuerdo con la Solicitud de Patente Internacional PCT/US2006/034112, presentada el 30 de Agosto de 2006 (2) dicha solicitud de patente identificada en (1), (3) todas las fases nacionales de dicha solicitud de patente internacional en (1), (4) todas las demás solicitudes de patentes en todas las regiones y países que reivindiquen prioridad de la solicitud de patentes provisional ó no provisional presentada en los Estados Unidos y marca el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/713,108, el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/712,539, el 27 de octubre de 2005 y de Acuerdo con la solicitud Número 60/731,591, el 17 de febrero de 2006 y de Acuerdo con la solicitud Número 60/774,684, de acuerdo con la solicitud número (5) por todas las solicitudes de Patentes, todos los derechos de prioridad basados en la solicitud de Patente en Los Estados Unidos en (4) en todos los países y regiones bajo la Convención de París para la Protección de la Propiedad Industrial, La Convención Inter-Americana relacionada a las invenciones, Patentes, Diseños, y Modelos Industriales, y todos los demás acuerdos internacionales a los cuales Los Estados Unidos ahora es o mas adelante se adhiera y, si la solicitud de Patente en los Estados Unidos identificada en(4) es una solicitud de Patente provisional, bajo 35 USC 119(e) (Incluyendo el derecho a presentar solicitud de Patente en dichos inventos y descubrimientos en nombre de los ASIGNADOS o sus designados o en nuestros nombres, a su elección y de acuerdo con las leyes aplicables en todos los países y regiones), (6) todas las continuaciones y divisiones de cualquier solicitud de Patente en Los Estados Unidos o solicitud de Patente Internacional designada en Los Estados Unidos e identificada en (1) y cualquier solicitud de Patente dentro de la oportunidad de (1) y cualquier solicitud de patente (4) (incluyendo como tal, sin limites de continuaciones de continuaciones de divisiones), ((2)-(4) y (6) llamados de ahora en adelante colectivamente “solicitudes de patentes”), (7) todas las patentes que sean concedidas de cualquiera de las solicitudes de patentes mencionadas, (8) todos los registros y confirmaciones y certificados de importación basados en una o mas de las patentes mencionadas y (9) todos los re-otorgamientos, renovaciones, y extensiones de dichas patentes, registros, confirmaciones y certificados de importación y certificados de re-reexaminación, expedidos para dichas patentes y certificados de protección basados en dichas patentes y solicitudes para tales re otorgamientos, renovaciones, extensiones, certificados de re-exanimación y certificados de protección, así mismo para ser conservada y disfrutada por dichos CESIONARIOS y sus sucesores, asignados y representantes legales, en su totalidad por dichas patentes, registros, confirmaciones, certificados de importación, certificados de re-reexaminación, certificados suplementarios de protección, re otorgamientos, renovaciones y extensiones que puedan ser expedidas, proporcionar todos los términos para que todas las patentes puedan ser concedidas, para conservar y disfrutar

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plenamente y totalmente por nosotros, así mismo como lo haríamos si esta cesión no hubiera sido vendida y transferida.

*Nosotros por medio del presente autorizamos al CESIONARIO y sus representantes para incorporar en este instrumento el número de la solicitud y la fecha de presentación de dicha solicitud cuando esta sea notificada.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, (i) al requerirse y a expensas del CESIONARIO o sus sucesores asignados o representantes legales, ejecutaremos y entregaremos cualquier y todos los documentos necesarios y deseables para perfeccionar el título de los anteriores inventos y descubrimientos, solicitudes de patente, registros confirmaciones, certificados de importación, re-otorgamientos, renovaciones, extensiones, certificados de reexaminación, certificados de protección adicional dentro del alcance de (8) y (9) a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable en la Oficina de Patentes u otra Oficina o Agencia para la Propiedad Intelectual o similar de cualquier país o región, (ii) al requerirse, pero a expensas del CESIONARIO o de sus sucesores, asignados, o representantes legales ejecutaremos todas las solicitudes adicionales de Patente dentro del alcance de (3), (4) y (6) y todas las solicitudes dentro del alcance de (8) o (9) y (iii) y realizaremos las declaraciones necesarias juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales

Ejecutado el día 21 de Marzo de 2008

(Firma) Teresa E. PICK

RECONOCIMIENTO

ESTADO DE CALIFORNIA) SS:

CONDADO DE ALAMEDA)

En este día 21 de Marzo de 2008, compareció ante mi Elissa M. Nash, Notaria Publica, personalmente Teresa Pick que me conoce y conocidos por mi para ser la misma persona descrita en el documento y que el instrumento anterior, y reconoció que el (ella) ejecutado el mismo, de su (su) propia voluntad con los propósitos previstos.

firmado: ELISSA M. NASH
Notario Público de California
Condado de Alameda
Mi comisión expira el 19 de febrero de 2009

CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Canada.
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
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Por medio del presente vendemos y transferimos a **NOVARTIS AG**, una compañía constituida bajo las leyes de la Confederación Suiza, de Lichtstrasse 35, 4056 Basilea, Suiza y sus sucesores, cesionarios, y representantes legales todos nuestros derechos título e interés para todos los países del mundo, (Novartis AG, llamado de ahora en adelante colectivamente los **CESIONARIOS**) en y para (1) todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada:

"BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION"

y presentada en la Oficina de Patentes y Marcas de los Estados Unidos el _____ y de acuerdo con la Solicitud de Patente Internacional PCT/US2006/034112, presentada el 30 de Agosto de 2006 (2) dicha solicitud de patente identificada en (1), (3) todas las fases nacionales de dicha solicitud de patente internacional en (1), (4) todas las demás solicitudes de patentes en todas las regiones y países que reivindiquen prioridad de la solicitud de patentes provisional ó no provisional presentada en los Estados Unidos y marca el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/713,108, el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/712,539, el 27 de octubre de 2005 y de Acuerdo con la solicitud Número 60/731,591, el 17 de febrero de 2006 y de Acuerdo con la solicitud Número 60/774.684, de acuerdo con la solicitud número (5) por todas las solicitudes de Patentes, todos los derechos de prioridad basados en la solicitud de Patente en Los Estados Unidos en (4) en todos los países y regiones bajo la Convención de París para la Protección de la Propiedad Industrial, La Convención Inter-Americana relacionada a las invenciones, Patentes, Diseños, y Modelos Industriales, y todos los demás acuerdos internacionales a los cuales Los Estados Unidos ahora es o mas adelante se adhiera y, si la solicitud de Patente en los Estados Unidos identificada en(4) es una solicitud de Patente provisional, bajo 35 USC 119(e) (Incluyendo el derecho a presentar solicitud de Patente en dichos inventos y descubrimientos en nombre de los ASIGNADOS o sus designados o en nuestros nombres, a su elección y de acuerdo con las leyes aplicables en todos los países y regiones), (6) todas las continuaciones y divisiones de cualquier solicitud de Patente en Los Estados Unidos o solicitud de Patente Internacional designada en Los Estados Unidos e identificada en (1) y cualquier solicitud de Patente dentro de la oportunidad de (1) y cualquier solicitud de patente (4) (incluyendo como tal, sin limites de continuaciones de continuaciones de divisiones), ((2)-(4) y (6) llamados de ahora en adelante colectivamente "solicitudes de patentes"), (7) todas las patentes que sean concedidas de cualquiera de las solicitudes de patentes mencionadas, (8) todos los registros y confirmaciones y certificados de importación basados en una o mas de las patentes mencionadas y (9) todos los re-otorgamientos, renovaciones, y extensiones de dichas patentes, registros, confirmaciones y certificados de importación y certificados de re-reexaminación, expedidos para dichas patentes y certificados de protección basados en dichas patentes y solicitudes para tales re otorgamientos, renovaciones, extensiones, certificados de re-exanimación y certificados de protección, así mismo para ser conservada y disfrutada por dichos CESIONARIOS y sus sucesores, asignados y representantes legales, en su totalidad por dichas patentes, registros, confirmaciones, certificados de importación, certificados de re-reexaminación, certificados suplementarios de protección, re otorgamientos, renovaciones y

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extensiones que puedan ser expedidas, proporcionar todos los términos para que todas las patentes puedan ser concedidas, para conservar y disfrutar plenamente y totalmente por nosotros, así mismo como lo haríamos si esta cesión no hubiera sido vendida y transferida.

*Nosotros por medio del presente autorizamos al CESIONARIO y sus representantes para incorporar en este instrumento el número de la solicitud y la fecha de presentación de dicha solicitud cuando esta sea notificada.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, (i) al requerirse y a expensas del CESIONARIO o sus sucesores asignados o representantes legales, ejecutaremos y entregaremos cualquier y todos los documentos necesarios y deseables para perfeccionar el título de los anteriores inventos y descubrimientos, solicitudes de patente, registros confirmaciones, certificados de importación, re-otorgamientos, renovaciones, extensiones, certificados de reexaminación, certificados de protección adicional dentro del alcance de (8) y (9) a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable en la Oficina de Patentes u otra Oficina o Agencia para la Propiedad Intelectual o similar de cualquier país o región, (ii) al requerirse, pero a expensas del CESIONARIO o de sus sucesores, asignados, o representantes legales ejecutaremos todas las solicitudes adicionales de Patente dentro del alcance de (3), (4) y (6) y todas las solicitudes dentro del alcance de (8) o (9) y (iii) y realizaremos las declaraciones necesarias juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales

Ejecutado el día 25 de Febrero de 2008

(Firma) Daniel J. POON

RECONOCIMIENTO

ESTADO DE CALIFORNIA) SS:

CONDADO DE CALIFORNIA)

En este día 25 de Febrero de 2008, compareció ante mi Elissa M. Nash, Notaria Publica, personalmente Daniel Poon que me conoce y conocidos por mi para ser la misma persona descrita en el documento y que el instrumento anterior, y reconoció que el (ella) ejecutado el mismo, de su (su) propia voluntad con los propósitos previstos.

firmado: ELISSA M. NASH
Notario Público de California
Condado de Alameda
Mi comisión expira el 19 de febrero de 2009

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CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Canada.
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.

Por medio del presente vendemos y transferimos a **NOVARTIS AG**, una compañía constituida bajo las leyes de la Confederación Suiza, de Lichtstrasse 35, 4056 Basilea, Suiza y sus sucesores, cesionarios, y representantes legales todos nuestros derechos título e interés para todos los países del mundo,

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(Novartis AG, llamado de ahora en adelante colectivamente los **CESIONARIOS**) en y para (1) todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada:

“BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION”

y presentada en la Oficina de Patentes y Marcas de los Estados Unidos el _____ y de acuerdo con la Solicitud de Patente Internacional PCT/US2006/034112, presentada el 30 de Agosto de 2006 (2) dicha solicitud de patente identificada en (1), (3) todas las fases nacionales de dicha solicitud de patente internacional en (1), (4) todas las demás solicitudes de patentes en todas las regiones y países que reivindiquen prioridad de la solicitud de patentes provisional ó no provisional presentada en los Estados Unidos y marca el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/713.108, el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/712.539, el 27 de octubre de 2005 y de Acuerdo con la solicitud Número 60/731.591, el 17 de febrero de 2006 y de Acuerdo con la solicitud Número 60/774.684, de acuerdo con la solicitud número (5) por todas las solicitudes de Patentes, todos los derechos de prioridad basados en la solicitud de Patente en Los Estados Unidos en (4) en todos los países y regiones bajo la Convención de París para la Protección de la Propiedad Industrial, La Convención Inter-Americana relacionada a las invenciones, Patentes, Diseños, y Modelos Industriales, y todos los demás acuerdos internacionales a los cuales Los Estados Unidos ahora es o mas adelante se adhiera y, si la solicitud de Patente en los Estados Unidos identificada en(4) es una solicitud de Patente provisional, bajo 35 USC 119(e) (Incluyendo el derecho a presentar solicitud de Patente en dichos inventos y descubrimientos en nombre de los ASIGNADOS o sus designados o en nuestros nombres, a su elección y de acuerdo con las leyes aplicables en todos los países y regiones), (6) todas las continuaciones y divisiones de cualquier solicitud de Patente en Los Estados Unidos o solicitud de Patente Internacional designada en Los Estados Unidos e identificada en (1) y cualquier solicitud de Patente dentro de la oportunidad de (1) y cualquier solicitud de patente (4) (incluyendo como tal, sin limites de continuaciones de continuaciones de divisiones), ((2)-(4) y (6) llamados de ahora en adelante colectivamente “solicitudes de patentes”), (7) todas las patentes que sean concedidas de cualquiera de las solicitudes de patentes mencionadas, (8) todos los registros y confirmaciones y certificados de importación basados en una o mas de las patentes mencionadas y (9) todos los re-otorgamientos, renovaciones, y extensiones de dichas patentes, registros, confirmaciones y certificados de importación y certificados de re-reexaminación, expedidos para dichas patentes y certificados de protección basados en dichas patentes y solicitudes para tales re otorgamientos, renovaciones, extensiones, certificados de re-exanimación y certificados de protección, así mismo para ser conservada y disfrutada por dichos CESIONARIOS y sus sucesores, asignados y representantes legales, en su totalidad por dichas patentes, registros, confirmaciones, certificados de importación, certificados de re-reexaminación, certificados suplementarios de protección, re otorgamientos, renovaciones y extensiones que puedan ser expedidas, proporcionar todos los términos para que todas las patentes puedan ser concedidas, para conservar y disfrutar plenamente y totalmente por nosotros, así mismo como lo haríamos si esta cesión no hubiera sido vendida y transferida.

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*Nosotros por medio del presente autorizamos al CESIONARIO y sus representantes para incorporar en este instrumento el número de la solicitud y la fecha de presentación de dicha solicitud cuando esta sea notificada.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, (i) al requerirse y a expensas del CESIONARIO o sus sucesores asignados o representantes legales, ejecutaremos y entregaremos cualquier y todos los documentos necesarios y deseables para perfeccionar el título de los anteriores inventos y descubrimientos, solicitudes de patente, registros confirmaciones, certificados de importación, re-otorgamientos, renovaciones, extensiones, certificados de reexaminación, certificados de protección adicional dentro del alcance de (8) y (9) a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable en la Oficina de Patentes u otra Oficina o Agencia para la Propiedad Intelectual o similar de cualquier país o región, (ii) al requerirse, pero a expensas del CESIONARIO o de sus sucesores, asignados, o representantes legales ejecutaremos todas las solicitudes adicionales de Patente dentro del alcance de (3), (4) y (6) y todas las solicitudes dentro del alcance de (8) o (9) y (iii) y realizaremos las declaraciones necesarias juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales

Ejecutado el día 12 de Marzo de 2008

(Firma) David Ryckman

RECONOCIMIENTO

ESTADO DE CALIFORNIA) SS:

CONDADO DE San diego)

En este día 12 de Marzo de 2008, compareció ante mi Irene Alicea, Notaria Publica, personalmente David Ryckman que me conoce y conocidos por mi para ser la misma persona descrita en el documento y que el instrumento anterior, y reconoció que el (ella) ejecutado el mismo, de su (su) propia voluntad con los propósitos previstos.

firmado: IRENE ALICEA
Notario Público de California
Condado de San Diego
Mi comisión expira el 18 de octubre de 2009

CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Canada.
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.

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Por medio del presente vendemos y transferimos a **NOVARTIS AG**, una compañía constituida bajo las leyes de la Confederación Suiza, de Lichtstrasse 35, 4056 Basilea, Suiza y sus sucesores, cesionarios, y representantes legales todos nuestros derechos título e interés para todos los países del mundo, (Novartis AG, llamado de ahora en adelante colectivamente los **CESIONARIOS**) en y para (1) todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada:

"BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION"

y presentada en la Oficina de Patentes y Marcas de los Estados Unidos el _____ y de acuerdo con la Solicitud de Patente Internacional PCT/US2006/034112, presentada el 30 de Agosto de 2006 (2) dicha solicitud de patente identificada en (1), (3) todas las fases nacionales de dicha solicitud de patente internacional en (1), (4) todas las demás solicitudes de patentes en todas las regiones y países que reivindiquen prioridad de la solicitud de patentes provisional ó no provisional presentada en los Estados Unidos y marca el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/713.108, el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/712.539, el 27 de octubre de 2005 y de Acuerdo con la solicitud Número 60/731.591, el 17 de febrero de 2006 y de Acuerdo con la solicitud Número 60/774.684, de acuerdo con la solicitud número (5) por todas las solicitudes de Patentes, todos los derechos de prioridad basados en la solicitud de Patente en Los Estados Unidos en (4) en todos los países y regiones bajo la Convención de Paris para la Protección de la Propiedad Industrial, La Convención Inter-Americana relacionada a las invenciones, Patentes, Diseños, y Modelos Industriales, y todos los demás acuerdos internacionales a los cuales Los Estados Unidos ahora es o mas adelante se adhiera y, si la solicitud de Patente en los Estados Unidos identificada en (4) es una solicitud de Patente provisional, bajo 35 USC 119(e) (Incluyendo el derecho a presentar solicitud de Patente en dichos inventos y descubrimientos en nombre de los ASIGNADOS o sus designados o en nuestros nombres, a su elección y de acuerdo con las leyes aplicables en todos los países y regiones), (6) todas las continuaciones y divisiones de cualquier solicitud de Patente en Los Estados Unidos o solicitud de Patente Internacional designada en Los Estados Unidos e identificada en (1) y cualquier solicitud de Patente dentro de la oportunidad de (1) y cualquier solicitud de patente (4) (incluyendo como tal, sin limites de continuaciones de continuaciones de divisiones), ((2)-(4) y (6) llamados de ahora en adelante colectivamente "solicitudes de patentes"), (7) todas las patentes que sean concedidas de cualquiera de las solicitudes de patentes mencionadas, (8) todos los registros y confirmaciones y certificados de importación basados en una o mas de las patentes mencionadas y (9) todos los re-otorgamientos, renovaciones, y extensiones de dichas patentes, registros, confirmaciones y certificados de importación y certificados de re-reexaminación, expedidos para dichas patentes y certificados de protección basados en dichas patentes y solicitudes para tales re otorgamientos, renovaciones, extensiones, certificados de re-exanimación y certificados de protección, así mismo para ser conservada y disfrutada por dichos CESIONARIOS y sus sucesores, asignados y representantes legales, en su totalidad por dichas patentes, registros, confirmaciones, certificados de importación, certificados de re-reexaminación, certificados suplementarios de protección, re otorgamientos, renovaciones y

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extensiones que puedan ser expedidas, proporcionar todos los términos para que todas las patentes puedan ser concedidas, para conservar y disfrutar plenamente y totalmente por nosotros, así mismo como lo haríamos si esta cesión no hubiera sido vendida y transferida.

*Nosotros por medio del presente autorizamos al CESIONARIO y sus representantes para incorporar en este instrumento el número de la solicitud y la fecha de presentación de dicha solicitud cuando esta sea notificada.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, (i) al requerirse y a expensas del CESIONARIO o sus sucesores asignados o representantes legales, ejecutaremos y entregaremos cualquier y todos los documentos necesarios y deseables para perfeccionar el título de los anteriores inventos y descubrimientos, solicitudes de patente, registros confirmaciones, certificados de importación, re-otorgamientos, renovaciones, extensiones, certificados de reexaminación, certificados de protección adicional dentro del alcance de (8) y (9) a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable en la Oficina de Patentes u otra Oficina o Agencia para la Propiedad Intelectual o similar de cualquier país o región, (ii) al requerirse, pero a expensas del CESIONARIO o de sus sucesores, asignados, o representantes legales ejecutaremos todas las solicitudes adicionales de Patente dentro del alcance de (3), (4) y (6) y todas las solicitudes dentro del alcance de (8) o (9) y (iii) y realizaremos las declaraciones necesarias juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales

Ejecutado el día 27 de Febrero de 2008

(Firma) Bridget R. MILLER

RECONOCIMIENTO

ESTADO DE WASHINGTON) SS:

CONDADO DE SNOHOMISH)

En este día 27 de Febrero de 2008, compareció ante mi personalmente **Bridget R. Miller** que me conoce y conocidos por mi para ser la misma persona descrita en el documento y que el instrumento anterior, y reconoció que el (ella) ejecutado el mismo, de su (su) propia voluntad con los propósitos previstos.

firmado: KAM HOVIS
Notario Público de Washington
Mi comisión expira el 29 de mayo de 2011

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CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Canada.
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.

Por medio del presente vendemos y transferimos a **NOVARTIS AG**, una compañía constituida bajo las leyes de la Confederación Suiza, de Lichtstrasse

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35, 4056 Basilea, Suiza y sus sucesores, cesionarios, y representantes legales todos nuestros derechos titulo e interés para todos los países del mundo, (Novartis AG, llamado de ahora en adelante colectivamente los **CESIONARIOS**) en y para (1) todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada:

"BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION"

y presentada en la Oficina de Patentes y Marcas de los Estados Unidos el _____ y de acuerdo con la Solicitud de Patente Internacional PCT/US2006/034112, presentada el 30 de Agosto de 2006 (2) dicha solicitud de patente identificada en (1), (3) todas las fases nacionales de dicha solicitud de patente internacional en (1), (4) todas las demás solicitudes de patentes en todas las regiones y países que reivindiquen prioridad de la solicitud de patentes provisional ó no provisional presentada en los Estados Unidos y marca el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/713.108, el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/712.539, el 27 de octubre de 2005 y de Acuerdo con la solicitud Número 60/731.591, el 17 de febrero de 2006 y de Acuerdo con la solicitud Número 60/774.684, de acuerdo con la solicitud número (5) por todas las solicitudes de Patentes, todos los derechos de prioridad basados en la solicitud de Patente en Los Estados Unidos en (4) en todos los países y regiones bajo la Convención de París para la Protección de la Propiedad Industrial, La Convención Inter-Americana relacionada a las invenciones, Patentes, Diseños, y Modelos Industriales, y todos los demás acuerdos internacionales a los cuales Los Estados Unidos ahora es o mas adelante se adhiera y, si la solicitud de Patente en los Estados Unidos identificada en(4) es una solicitud de Patente provisional, bajo 35 USC 119(e) (Incluyendo el derecho a presentar solicitud de Patente en dichos inventos y descubrimientos en nombre de los ASIGNADOS o sus designados o en nuestros nombres, a su elección y de acuerdo con las leyes aplicables en todos los países y regiones), (6) todas las continuaciones y divisiones de cualquier solicitud de Patente en Los Estados Unidos o solicitud de Patente Internacional designada en Los Estados Unidos e identificada en (1) y cualquier solicitud de Patente dentro de la oportunidad de (1) y cualquier solicitud de patente (4) (incluyendo como tal, sin limites de continuaciones de continuaciones de divisiones), ((2)-(4) y (6) llamados de ahora en adelante colectivamente "solicitudes de patentes"), (7) todas las patentes que sean concedidas de cualquiera de las solicitudes de patentes mencionadas, (8) todos los registros y confirmaciones y certificados de importación basados en una o mas de las patentes mencionadas y (9) todos los re-otorgamientos, renovaciones, y extensiones de dichas patentes, registros, confirmaciones y certificados de importación y certificados de re-reexaminación, expedidos para dichas patentes y certificados de protección basados en dichas patentes y solicitudes para tales re otorgamientos, renovaciones, extensiones, certificados de re-exanimación y certificados de protección, así mismo para ser conservada y disfrutada por dichos CESIONARIOS y sus sucesores, asignados y representantes legales, en su totalidad por dichas patentes, registros, confirmaciones, certificados de importación, certificados de re-reexaminación, certificados suplementarios de protección, re otorgamientos, renovaciones y extensiones que puedan ser expedidas, proporcionar todos los términos para que todas las patentes puedan ser concedidas, para conservar y disfrutar

plenamente y totalmente por nosotros, así mismo como lo haríamos si esta cesión no hubiera sido vendida y transferida.

*Nosotros por medio del presente autorizamos al CESIONARIO y sus representantes para incorporar en este instrumento el número de la solicitud y la fecha de presentación de dicha solicitud cuando esta sea notificada.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, (i) al requerirse y a expensas del CESIONARIO o sus sucesores asignados o representantes legales, ejecutaremos y entregaremos cualquier y todos los documentos necesarios y deseables para perfeccionar el título de los anteriores inventos y descubrimientos, solicitudes de patente, registros confirmaciones, certificados de importación, re-otorgamientos, renovaciones, extensiones, certificados de reexaminación, certificados de protección adicional dentro del alcance de (8) y (9) a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable en la Oficina de Patentes u otra Oficina o Agencia para la Propiedad Intelectual o similar de cualquier país o región, (ii) al requerirse, pero a expensas del CESIONARIO o de sus sucesores, asignados, o representantes legales ejecutaremos todas las solicitudes adicionales de Patente dentro del alcance de (3), (4) y (6) y todas las solicitudes dentro del alcance de (8) o (9) y (iii) y realizaremos las declaraciones necesarias juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales

Ejecutado el día 26 de Febrero de 2008

(Firma) Brian DIAZ

RECONOCIMIENTO

ESTADO DE WASHINGTON) SS:

CONDADO DE King)

En este día 26 de Febrero de 2008, compareció ante mi personalmente **Brian Diaz** que me conoce y conocidos por mi para ser la misma persona descrita en el documento y que el instrumento anterior, y reconoció que el (ella) ejecutado el mismo, de su (su) propia voluntad con los propósitos previstos.

firmado: KRYSTIN NICOLE LAMBALOT
Notario Público de Washington
Mi comisión expira el 16 de abril de 2011

CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Canada.
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
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5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
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11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.

Por medio del presente vendemos y transferimos a **NOVARTIS AG**, una compañía constituida bajo las leyes de la Confederación Suiza, de Lichtstrasse

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35, 4056 Basilea, Suiza y sus sucesores, cesionarios, y representantes legales todos nuestros derechos título e interés para todos los países del mundo, (Novartis AG, llamado de ahora en adelante colectivamente los **CESIONARIOS**) en y para (1) todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada:

"BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION"

y presentada en la Oficina de Patentes y Marcas de los Estados Unidos el _____ y de acuerdo con la Solicitud de Patente Internacional PCT/US2006/034112, presentada el 30 de Agosto de 2006 (2) dicha solicitud de patente identificada en (1), (3) todas las fases nacionales de dicha solicitud de patente internacional en (1), (4) todas las demás solicitudes de patentes en todas las regiones y países que reivindiquen prioridad de la solicitud de patentes provisional ó no provisional presentada en los Estados Unidos y marca el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/713,108, el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/712,539, el 27 de octubre de 2005 y de Acuerdo con la solicitud Número 60/731,591, el 17 de febrero de 2006 y de Acuerdo con la solicitud Número 60/774,684, de acuerdo con la solicitud número (5) por todas las solicitudes de Patentes, todos los derechos de prioridad basados en la solicitud de Patente en Los Estados Unidos en (4) en todos los países y regiones bajo la Convención de París para la Protección de la Propiedad Industrial, La Convención Inter-Americana relacionada a las invenciones, Patentes, Diseños, y Modelos Industriales, y todos los demás acuerdos internacionales a los cuales Los Estados Unidos ahora es o mas adelante se adhiera y, si la solicitud de Patente en los Estados Unidos identificada en(4) es una solicitud de Patente provisional, bajo 35 USC 119(e) (Incluyendo el derecho a presentar solicitud de Patente en dichos inventos y descubrimientos en nombre de los ASIGNADOS o sus designados o en nuestros nombres, a su elección y de acuerdo con las leyes aplicables en todos los países y regiones), (6) todas las continuaciones y divisiones de cualquier solicitud de Patente en Los Estados Unidos o solicitud de Patente Internacional designada en Los Estados Unidos e identificada en (1) y cualquier solicitud de Patente dentro de la oportunidad de (1) y cualquier solicitud de patente (4) (incluyendo como tal, sin limites de continuaciones de continuaciones de divisiones), ((2)-(4) y (6) llamados de ahora en adelante colectivamente "solicitudes de patentes"), (7) todas las patentes que sean concedidas de cualquiera de las solicitudes de patentes mencionadas, (8) todos los registros y confirmaciones y certificados de importación basados en una o mas de las patentes mencionadas y (9) todos los re-otorgamientos, renovaciones, y extensiones de dichas patentes, registros, confirmaciones y certificados de importación y certificados de re-reexaminación, expedidos para dichas patentes y certificados de protección basados en dichas patentes y solicitudes para tales re otorgamientos, renovaciones, extensiones, certificados de re-exanimación y certificados de protección, así mismo para ser conservada y disfrutada por dichos CESIONARIOS y sus sucesores, asignados y representantes legales, en su totalidad por dichas patentes, registros, confirmaciones, certificados de importación, certificados de re-reexaminación, certificados suplementarios de protección, re otorgamientos, renovaciones y extensiones que puedan ser expedidas, proporcionar todos los términos para que todas las patentes puedan ser concedidas, para conservar y disfrutar

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plenamente y totalmente por nosotros, así mismo como lo haríamos si esta cesión no hubiera sido vendida y transferida.

*Nosotros por medio del presente autorizamos al CESIONARIO y sus representantes para incorporar en este instrumento el número de la solicitud y la fecha de presentación de dicha solicitud cuando esta sea notificada.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, (i) al requerirse y a expensas del CESIONARIO o sus sucesores asignados o representantes legales, ejecutaremos y entregaremos cualquier y todos los documentos necesarios y deseables para perfeccionar el título de los anteriores inventos y descubrimientos, solicitudes de patente, registros confirmaciones, certificados de importación, re-otorgamientos, renovaciones, extensiones, certificados de reexaminación, certificados de protección adicional dentro del alcance de (8) y (9) a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable en la Oficina de Patentes u otra Oficina o Agencia para la Propiedad Intelectual o similar de cualquier país o región, (ii) al requerirse, pero a expensas del CESIONARIO o de sus sucesores, asignados, o representantes legales ejecutaremos todas las solicitudes adicionales de Patente dentro del alcance de (3), (4) y (6) y todas las solicitudes dentro del alcance de (8) o (9) y (iii) y realizaremos las declaraciones necesarias juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales

Ejecutado el día 13 de Febrero de 2008

(Firma) Jonathan P. VAN DYCK

RECONOCIMIENTO

ESTADO DE WASHINGTON) SS:

CONDADO DE SNOHOMISH)

En este día 13 de Febrero de 2008, compareció ante mi personalmente **Jonathan P. VAN DYCK** que me conoce y conocidos por mi para ser la misma persona descrita en el documento y que el instrumento anterior, y reconoció que el (ella) ejecutado el mismo, de su (su) propia voluntad con los propósitos previstos.

firmado: Janice L. Goebel
Notario Público de Washington
Mi comisión expira el 9 de febrero de 2011

CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Canada.
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.

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Por medio del presente vendemos y transferimos a **NOVARTIS AG**, una compañía constituida bajo las leyes de la Confederación Suiza, de Lichtstrasse 35, 4056 Basilea, Suiza y sus sucesores, cesionarios, y representantes legales todos nuestros derechos titulo e interés para todos los países del mundo, (Novartis AG, llamado de ahora en adelante colectivamente los **CESIONARIOS**) en y para (1) todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada:

"BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION"

y presentada en la Oficina de Patentes y Marcas de los Estados Unidos el _____ y de acuerdo con la Solicitud de Patente Internacional PCT/US2006/034112, presentada el 30 de Agosto de 2006 (2) dicha solicitud de patente identificada en (1), (3) todas las fases nacionales de dicha solicitud de patente internacional en (1), (4) todas las demás solicitudes de patentes en todas las regiones y países que reivindiquen prioridad de la solicitud de patentes provisional ó no provisional presentada en los Estados Unidos y marca el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/713,108, el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/712,539, el 27 de octubre de 2005 y de Acuerdo con la solicitud Número 60/731,591, el 17 de febrero de 2006 y de Acuerdo con la solicitud Número 60/774.684, de acuerdo con la solicitud número (5) por todas las solicitudes de Patentes, todos los derechos de prioridad basados en la solicitud de Patente en Los Estados Unidos en (4) en todos los países y regiones bajo la Convención de París para la Protección de la Propiedad Industrial, La Convención Inter-Americana relacionada a las invenciones, Patentes, Diseños, y Modelos Industriales, y todos los demás acuerdos internacionales a los cuales Los Estados Unidos ahora es o mas adelante se adhiera y, si la solicitud de Patente en los Estados Unidos identificada en(4) es una solicitud de Patente provisional, bajo 35 USC 119(e) (Incluyendo el derecho a presentar solicitud de Patente en dichos inventos y descubrimientos en nombre de los ASIGNADOS o sus designados o en nuestros nombres, a su elección y de acuerdo con las leyes aplicables en todos los países y regiones), (6) todas las continuaciones y divisiones de cualquier solicitud de Patente en Los Estados Unidos o solicitud de Patente Internacional designada en Los Estados Unidos e identificada en (1) y cualquier solicitud de Patente dentro de la oportunidad de (1) y cualquier solicitud de patente (4) (incluyendo como tal, sin limites de continuaciones de continuaciones de divisiones), ((2)-(4) y (6) llamados de ahora en adelante colectivamente "solicitudes de patentes"), (7) todas las patentes que sean concedidas de cualquiera de las solicitudes de patentes mencionadas, (8) todos los registros y confirmaciones y certificados de importación basados en una o mas de las patentes mencionadas y (9) todos los re-otorgamientos, renovaciones, y extensiones de dichas patentes, registros, confirmaciones y certificados de importación y certificados de re-reexaminación, expedidos para dichas patentes y certificados de protección basados en dichas patentes y solicitudes para tales re otorgamientos, renovaciones, extensiones, certificados de re-exanimación y certificados de protección, así mismo para ser conservada y disfrutada por dichos CESIONARIOS y sus sucesores, asignados y representantes legales, en su totalidad por dichas patentes, registros, confirmaciones, certificados de importación, certificados de re-reexaminación, certificados suplementarios de protección, re otorgamientos, renovaciones y

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extensiones que puedan ser expedidas, proporcionar todos los términos para que todas las patentes puedan ser concedidas, para conservar y disfrutar plenamente y totalmente por nosotros, así mismo como lo haríamos si esta cesión no hubiera sido vendida y transferida.

*Nosotros por medio del presente autorizamos al CESIONARIO y sus representantes para incorporar en este instrumento el número de la solicitud y la fecha de presentación de dicha solicitud cuando esta sea notificada.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, (i) al requerirse y a expensas del CESIONARIO o sus sucesores asignados o representantes legales, ejecutaremos y entregaremos cualquier y todos los documentos necesarios y deseables para perfeccionar el título de los anteriores inventos y descubrimientos, solicitudes de patente, registros confirmaciones, certificados de importación, re-otorgamientos, renovaciones, extensiones, certificados de reexaminación, certificados de protección adicional dentro del alcance de (8) y (9) a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable en la Oficina de Patentes u otra Oficina o Agencia para la Propiedad Intelectual o similar de cualquier país o región, (ii) al requerirse, pero a expensas del CESIONARIO o de sus sucesores, asignados, o representantes legales ejecutaremos todas las solicitudes adicionales de Patente dentro del alcance de (3), (4) y (6) y todas las solicitudes dentro del alcance de (8) o (9) y (iii) y realizaremos las declaraciones necesarias juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales

Ejecutado el día 13 de Febrero de 2008

(Firma) David A. Siesel

RECONOCIMIENTO

ESTADO DE California) SS:

CONDADO DE San Diego)

En este día 13 de Febrero de 2008, compareció ante mi Nathan Atwood, Notario Público personalmente David A. Siesel que me conoce y conocidos por mí para ser la misma persona descrita en el documento y que el instrumento anterior, y reconoció que el (ella) ejecutado el mismo, de su (su) propia voluntad con los propósitos previstos.

firmado: NATHAN ATWOOD
Notario Público de California
Mi comisión expira el 27 de dic de 2011

CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Canada.
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.

Por medio del presente vendemos y transferimos a **NOVARTIS AG**, una compañía constituida bajo las leyes de la Confederación Suiza, de Lichtstrasse

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35, 4056 Basilea, Suiza y sus sucesores, cesionarios, y representantes legales todos nuestros derechos título e interés para todos los países del mundo, (Novartis AG, llamado de ahora en adelante colectivamente los **CESIONARIOS**) en y para (1) todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada:

"BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION"

y presentada en la Oficina de Patentes y Marcas de los Estados Unidos el _____ y de acuerdo con la Solicitud de Patente Internacional PCT/US2006/034112, presentada el 30 de Agosto de 2006 (2) dicha solicitud de patente identificada en (1), (3) todas las fases nacionales de dicha solicitud de patente internacional en (1), (4) todas las demás solicitudes de patentes en todas las regiones y países que reivindiquen prioridad de la solicitud de patentes provisional ó no provisional presentada en los Estados Unidos y marca el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/713,108, el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/712,539, el 27 de octubre de 2005 y de Acuerdo con la solicitud Número 60/731,591, el 17 de febrero de 2006 y de Acuerdo con la solicitud Número 60/774,684, de acuerdo con la solicitud número (5) por todas las solicitudes de Patentes, todos los derechos de prioridad basados en la solicitud de Patente en Los Estados Unidos en (4) en todos los países y regiones bajo la Convención de París para la Protección de la Propiedad Industrial, La Convención Inter-Americana relacionada a las invenciones, Patentes, Diseños, y Modelos Industriales, y todos los demás acuerdos internacionales a los cuales Los Estados Unidos ahora es o mas adelante se adhiera y, si la solicitud de Patente en los Estados Unidos identificada en(4) es una solicitud de Patente provisional, bajo 35 USC 119(e) (Incluyendo el derecho a presentar solicitud de Patente en dichos inventos y descubrimientos en nombre de los ASIGNADOS o sus designados o en nuestros nombres, a su elección y de acuerdo con las leyes aplicables en todos los países y regiones), (6) todas las continuaciones y divisiones de cualquier solicitud de Patente en Los Estados Unidos o solicitud de Patente Internacional designada en Los Estados Unidos e identificada en (1) y cualquier solicitud de Patente dentro de la oportunidad de (1) y cualquier solicitud de patente (4) (incluyendo como tal, sin limites de continuaciones de continuaciones de divisiones), ((2)-(4) y (6) llamados de ahora en adelante colectivamente "solicitudes de patentes"), (7) todas las patentes que sean concedidas de cualquiera de las solicitudes de patentes mencionadas, (8) todos los registros y confirmaciones y certificados de importación basados en una o mas de las patentes mencionadas y (9) todos los re-otorgamientos, renovaciones, y extensiones de dichas patentes, registros, confirmaciones y certificados de importación y certificados de re-reexaminación, expedidos para dichas patentes y certificados de protección basados en dichas patentes y solicitudes para tales re otorgamientos, renovaciones, extensiones, certificados de re-exanimación y certificados de protección, así mismo para ser conservada y disfrutada por dichos CESIONARIOS y sus sucesores, asignados y representantes legales, en su totalidad por dichas patentes, registros, confirmaciones, certificados de importación, certificados de re-reexaminación, certificados suplementarios de protección, re otorgamientos, renovaciones y extensiones que puedan ser expedidas, proporcionar todos los términos para que todas las patentes puedan ser concedidas, para conservar y disfrutar

plenamente y totalmente por nosotros, así mismo como lo haríamos si esta cesión no hubiera sido vendida y transferida.

*Nosotros por medio del presente autorizamos al CESIONARIO y sus representantes para incorporar en este instrumento el número de la solicitud y la fecha de presentación de dicha solicitud cuando esta sea notificada.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, (i) al requerirse y a expensas del CESIONARIO o sus sucesores asignados o representantes legales, ejecutaremos y entregaremos cualquier y todos los documentos necesarios y deseables para perfeccionar el título de los anteriores inventos y descubrimientos, solicitudes de patente, registros confirmaciones, certificados de importación, re-otorgamientos, renovaciones, extensiones, certificados de reexaminación, certificados de protección adicional dentro del alcance de (8) y (9) a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable en la Oficina de Patentes u otra Oficina o Agencia para la Propiedad Intelectual o similar de cualquier país o región, (ii) al requerirse, pero a expensas del CESIONARIO o de sus sucesores, asignados, o representantes legales ejecutaremos todas las solicitudes adicionales de Patente dentro del alcance de (3), (4) y (6) y todas las solicitudes dentro del alcance de (8) o (9) y (iii) y realizaremos las declaraciones necesarias juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales

Ejecutado el día 20 de Febrero de 2008

(Firma) Martin DIMITROFF

RECONOCIMIENTO

ESTADO DE WA) SS:

CONDADO DE KING)

En este día 20 de Febrero de 2008, compareció ante mi personalmente Martin DIMITROFF que me conoce y conocidos por mi para ser la misma persona descrita en el documento y que el instrumento anterior, y reconoció que el (ella) ejecutado el mismo, de su (su) propia voluntad con los propósitos previstos.

firmado: MARY S. WALKER
Notario Público de Washington
Mi comisión expira el 12 de julio de 2010

CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Canada.
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.

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Por medio del presente vendemos y transferimos a **NOVARTIS AG**, una compañía constituida bajo las leyes de la Confederación Suiza, de Lichtstrasse 35, 4056 Basilea, Suiza y sus sucesores, cesionarios, y representantes legales todos nuestros derechos título e interés para todos los países del mundo, (Novartis AG, llamado de ahora en adelante colectivamente los **CESIONARIOS**) en y para (1) todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada:

"BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION"

y presentada en la Oficina de Patentes y Marcas de los Estados Unidos el _____ y de acuerdo con la Solicitud de Patente Internacional PCT/US2006/034112, presentada el 30 de Agosto de 2006 (2) dicha solicitud de patente identificada en (1), (3) todas las fases nacionales de dicha solicitud de patente internacional en (1), (4) todas las demás solicitudes de patentes en todas las regiones y países que reivindiquen prioridad de la solicitud de patentes provisional ó no provisional presentada en los Estados Unidos y marca el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/713,108, el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/712,539, el 27 de octubre de 2005 y de Acuerdo con la solicitud Número 60/731,591, el 17 de febrero de 2006 y de Acuerdo con la solicitud Número 60/774,684, de acuerdo con la solicitud número (5) por todas las solicitudes de Patentes, todos los derechos de prioridad basados en la solicitud de Patente en Los Estados Unidos en (4) en todos los países y regiones bajo la Convención de París para la Protección de la Propiedad Industrial, La Convención Inter-Americana relacionada a las invenciones, Patentes, Diseños, y Modelos Industriales, y todos los demás acuerdos internacionales a los cuales Los Estados Unidos ahora es o mas adelante se adhiera y, si la solicitud de Patente en los Estados Unidos identificada en(4) es una solicitud de Patente provisional, bajo 35 USC 119(e) (Incluyendo el derecho a presentar solicitud de Patente en dichos inventos y descubrimientos en nombre de los ASIGNADOS o sus designados o en nuestros nombres, a su elección y de acuerdo con las leyes aplicables en todos los países y regiones), (6) todas las continuaciones y divisiones de cualquier solicitud de Patente en Los Estados Unidos o solicitud de Patente Internacional designada en Los Estados Unidos e identificada en (1) y cualquier solicitud de Patente dentro de la oportunidad de (1) y cualquier solicitud de patente (4) (incluyendo como tal, sin limites de continuaciones de continuaciones de divisiones), ((2)-(4) y (6) llamados de ahora en adelante colectivamente "solicitudes de patentes"), (7) todas las patentes que sean concedidas de cualquiera de las solicitudes de patentes mencionadas, (8) todos los registros y confirmaciones y certificados de importación basados en una o mas de las patentes mencionadas y (9) todos los re-otorgamientos, renovaciones, y extensiones de dichas patentes, registros, confirmaciones y certificados de importación y certificados de re-reexaminación, expedidos para dichas patentes y certificados de protección basados en dichas patentes y solicitudes para tales re otorgamientos, renovaciones, extensiones, certificados de re-exanimación y certificados de protección, así mismo para ser conservada y disfrutada por dichos CESIONARIOS y sus sucesores, asignados y representantes legales, en su totalidad por dichas patentes, registros, confirmaciones, certificados de importación, certificados de re-reexaminación, certificados suplementarios de protección, re otorgamientos, renovaciones y

extensiones que puedan ser expedidas, proporcionar todos los términos para que todas las patentes puedan ser concedidas, para conservar y disfrutar plenamente y totalmente por nosotros, así mismo como lo haríamos si esta cesión no hubiera sido vendida y transferida.

*Nosotros por medio del presente autorizamos al CESIONARIO y sus representantes para incorporar en este instrumento el número de la solicitud y la fecha de presentación de dicha solicitud cuando esta sea notificada.

Y por medio de la presente nosotros convenimos y acordamos que en cualquier momento, (i) al requerirse y a expensas del CESIONARIO o sus sucesores asignados o representantes legales, ejecutaremos y entregaremos cualquier y todos los documentos necesarios y deseables para perfeccionar el título de los anteriores inventos y descubrimientos, solicitudes de patente, registros confirmaciones, certificados de importación, re-otorgamientos, renovaciones, extensiones, certificados de reexaminación, certificados de protección adicional dentro del alcance de (8) y (9) a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable en la Oficina de Patentes u otra Oficina o Agencia para la Propiedad Intelectual o similar de cualquier país o región, (ii) al requerirse, pero a expensas del CESIONARIO o de sus sucesores, asignados, o representantes legales ejecutaremos todas las solicitudes adicionales de Patente dentro del alcance de (3), (4) y (6) y todas las solicitudes dentro del alcance de (8) o (9) y (iii) y realizaremos las declaraciones necesarias juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales

Ejecutado el día 1 de abril de 2008

(Firma) Tyson SWIFTNEY

RECONOCIMIENTO

ESTADO DE Washington) SS:

CONDADO DE King)

En este día 1 de abril de 2008, compareció ante mi personalmente Tyson SWIFTNEY que me conoce y conocidos por mi para ser la misma persona descrita en el documento y que el instrumento anterior, y reconoció que el (ella) ejecutado el mismo, de su (su) propia voluntad con los propósitos previstos.

firmado: SHANE THOMAS SANDERS
Notario Público de Washington
Mi comisión expira el 26 de julio de 2010

CESIÓN

Por buena y generosa consideración pagada a favor nuestro,

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Canada.
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097, USA, ciudadano de Estados Unidos de América.

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Por medio del presente vendemos y transferimos a **NOVARTIS AG**, una compañía constituida bajo las leyes de la Confederación Suiza, de Lichtstrasse 35, 4056 Basilea, Suiza y sus sucesores, cesionarios, y representantes legales todos nuestros derechos título e interés para todos los países del mundo, (Novartis AG, llamado de ahora en adelante colectivamente los **CESIONARIOS**) en y para (1) todos nuestros inventos y descubrimientos descritos en la solicitud de patente titulada:

"BENCIMIDAZOLES SUSTITUIDOS Y METODOS DE PREPARACION"

y presentada en la Oficina de Patentes y Marcas de los Estados Unidos el _____ y de acuerdo con la Solicitud de Patente Internacional PCT/US2006/034112, presentada el 30 de Agosto de 2006 (2) dicha solicitud de patente identificada en (1), (3) todas las fases nacionales de dicha solicitud de patente internacional en (1), (4) todas las demás solicitudes de patentes en todas las regiones y países que reivindiquen prioridad de la solicitud de patentes provisional ó no provisional presentada en los Estados Unidos y marca el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/713,108, el 30 de agosto de 2005 y de Acuerdo con la solicitud Número 60/712,539, el 27 de octubre de 2005 y de Acuerdo con la solicitud Número 60/731,591, el 17 de febrero de 2006 y de Acuerdo con la solicitud Número 60/774,684, de acuerdo con la solicitud número (5) por todas las solicitudes de Patentes, todos los derechos de prioridad basados en la solicitud de Patente en Los Estados Unidos en (4) en todos los países y regiones bajo la Convención de París para la Protección de la Propiedad Industrial, La Convención Inter-Americana relacionada a las invenciones, Patentes, Diseños, y Modelos Industriales, y todos los demás acuerdos internacionales a los cuales Los Estados Unidos ahora es o mas adelante se adhiera y, si la solicitud de Patente en los Estados Unidos identificada en(4) es una solicitud de Patente provisional, bajo 35 USC 119(e) (Incluyendo el derecho a presentar solicitud de Patente en dichos inventos y descubrimientos en nombre de los ASIGNADOS o sus designados o en nuestros nombres, a su elección y de acuerdo con las leyes aplicables en todos los países y regiones), (6) todas las continuaciones y divisiones de cualquier solicitud de Patente en Los Estados Unidos o solicitud de Patente Internacional designada en Los Estados Unidos e identificada en (1) y cualquier solicitud de Patente dentro de la oportunidad de (1) y cualquier solicitud de patente (4) (incluyendo como tal, sin limites de continuaciones de continuaciones de divisiones), ((2)-(4) y (6) llamados de ahora en adelante colectivamente "solicitudes de patentes"), (7) todas las patentes que sean concedidas de cualquiera de las solicitudes de patentes mencionadas, (8) todos los registros y confirmaciones y certificados de importación basados en una o mas de las patentes mencionadas y (9) todos los re-otorgamientos, renovaciones, y extensiones de dichas patentes, registros, confirmaciones y certificados de importación y certificados de re-reexaminación, expedidos para dichas patentes y certificados de protección basados en dichas patentes y solicitudes para tales re otorgamientos, renovaciones, extensiones, certificados de re-exanimación y certificados de protección, así mismo para ser conservada y disfrutada por dichos CESIONARIOS y sus sucesores, asignados y representantes legales, en su totalidad por dichas patentes, registros, confirmaciones, certificados de importación, certificados de re-reexaminación, certificados suplementarios de protección, re otorgamientos, renovaciones y

extensiones que puedan ser expedidas, proporcionar todos los términos para que todas las patentes puedan ser concedidas, para conservar y disfrutar plenamente y totalmente por nosotros, así mismo como lo haríamos si esta cesión no hubiera sido vendida y transferida.

*Nosotros por medio del presente autorizamos al CESIONARIO y sus representantes para incorporar en este instrumento el número de la solicitud y la fecha de presentación de dicha solicitud cuando esta sea notificada.

Y, por medio de la presente nosotros convenimos y acordamos que en cualquier momento, (i) al requerirse y a expensas del CESIONARIO o sus sucesores asignados o representantes legales, ejecutaremos y entregaremos cualquier y todos los documentos necesarios y deseables para perfeccionar el título de los anteriores inventos y descubrimientos, solicitudes de patente, registros confirmaciones, certificados de importación, re-otorgamientos, renovaciones, extensiones, certificados de reexaminación, certificados de protección adicional dentro del alcance de (8) y (9) a nombre del CESIONARIO, sus cesionarios, sucesores, u otros representantes legales, incluyendo la ejecución y consecución de cualquier y todo documento adicional que evidencie esta cesión y venta según sea necesario o deseable en la Oficina de Patentes u otra Oficina o Agencia para la Propiedad Intelectual o similar de cualquier país o región, (ii) al requerirse, pero a expensas del CESIONARIO o de sus sucesores, asignados, o representantes legales ejecutaremos todas las solicitudes adicionales de Patente dentro del alcance de (3), (4) y (6) y todas las solicitudes dentro del alcance de (8) o (9) y (iii) y realizaremos las declaraciones necesarias juramentadas y realizaremos todos los actos jurídicos necesarios para ello, sin compensación adicional, pero a expensas del CESIONARIO, sus sucesores, cesionarios, u otros representantes legales

Ejecutado el día 22 de abril de 2008

(Firma) Brady S. Stillwell

RECONOCIMIENTO

ESTADO DE Connecticut) SS:

CONDADO DE New London)

En este día 22 de abril de 2008, compareció ante mí personalmente **Brady S. Stillwell** que me conoce y conocidos por mí para ser la misma persona descrita en el documento y que el instrumento anterior, y reconoció que el (ella) ejecutado el mismo, de su (su) propia voluntad con los propósitos previstos.

firmado: Diane L. Moshier

Notario Público

Mi comisión expira el 31 de agosto de 2010

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APOSTILLE

(CONVENTION DE LA HAYE DU 5 OCTOBRE 1961)

1. COUNTRY: UNITED STATES OF AMERICA
2. THIS PUBLIC DOCUMENT HAS BEEN SIGNED BY:
KELLY ANN STRITENBERGER
3. ACTING IN THE CAPACITY OF:
NOTARY PUBLIC OF NEW JERSEY
4. BEARS THE SEAL/STAMP OF:
KELLY ANN STRITENBERGER, NOTARY

CERTIFIED

5. AT TRENTON, NEW JERSEY
6. THE 25TH DAY OF APRIL 2008
7. BY: R. David Rousseau, NEW JERSEY TREASURER
8. NO. A325402
9. SEAL/STAMP:
10. SIGNATURE



987
30-886

Case 51673

I hereby certify that the attached is a true copy of the original Assignment from the inventors to **NOVARTIS AG**, of a patent application entitled, **SUBSTITUTED BENZIMIDAZOLES AND METHODS OF PREPARATION** said Assignment having been executed by **Danlin GU** on March 25, 2008, **Teresa E. PICK** on March 21, 2008, **Daniel J. POON** on February 25, 2008, **David RYCKMAN** on March 12, 2008, **Bridget R. MILLER** on February 27, 2008, **Brian DIAZ** on February 26, 2008, **Jonathan P. VAN DYCK** on February 13, 2008, **David A. SIESEL** on February 13, 2008, **Martin DIMITROFF** on February 20, 2008, **Tyson SWIFTNEY** on April 1, 2008 and **Brady S. STILLWELL** on April 22, 2008.

Date: April 23, 2008

Maureen McGee
Maureen McGee

ACKNOWLEDGEMENT

State of New Jersey)
) s.s.:
County of Morris)

On this 23rd day of April, 2008, personally appeared before me Maureen McGee to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

Kelly Ann Stritenberger
Notary Public

(Seal)

KELLY ANN STRITENBERGER
A Notary Public of New Jersey
My Commission Expires January 26, 2012

(joint)

Patent Case 51673

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, we

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of Canada
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA

do hereby sell, assign and transfer to Novartis AG, a company organized under the laws of the Swiss Confederation, of Lichtstrasse 35, 4056 Basel, Switzerland, and its successors, assigns and legal representatives, all of our right, title and interest for all countries of the world (Novartis AG hereinafter referred to collectively as the "ASSIGNEES") in and to (1) all of our inventions and discoveries described in the patent application(s) titled

SUBSTITUTED BENZIMIDAZOLES AND METHODS OF PREPARATION

and filed in the United States Patent and Trademark Office on _____ and accorded Application Number _____ * International Application No. PCT/US2006/034112, filed 30 August 2006 (2) the patent application(s) identified in (1), (3) all national stages of any international patent application identified in (1), (4) all other patent applications in all countries and regions claiming the priority of the provisional or non-provisional patent application filed in the United States Patent and Trademark Office on 30 August 2005 and accorded Application Number 60/713,108, on 30 August 2005 and accorded Application Number 60/712,539 on 27 October 2005 and accorded Application Number 60/731,591 and on 17 February 2006 and accorded Application Number 60/774,684 (5) for all patent applications, all rights of priority based upon the United States patent application identified in (4) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application identified in (4) is a provisional patent application, under 35 USC 119(e) (including the right to file patent applications on said inventions and discoveries in the names of

(joint)

ASSIGNEES or their designees or in our names, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEES** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made.

*We hereby authorize **ASSIGNEES** and their representatives to insert in this Assignment the filing date(s) and Application Number(s) of said patent application(s) when notified thereof.

And we hereby covenant and agree that we will, at any time, (i) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, patents, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates and applications within the scope of (8) and (9) in **ASSIGNEES** or their successors, assigns or legal representatives, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (3), (4) and (6) and all applications within the scope of (8) or (9) and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEES** or their successors, assigns or legal representatives.

~~290~~
~~21204~~

Executed this _____ day of _____, 20____.

Martin DIMITROFF

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

Bridget R. MILLER

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

290
7/2

Tyson SWIFTNEY L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

Brian DIAZ L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

292
2/29/11

(joint)

Executed this 25th day of March, 2008.

[Signature] L.S.
Danlin Gu

ACKNOWLEDGEMENT

State of California)
) s.s.:
County of San Diego)

On this 25th day of March, 2008, personally appeared before me
Danlin Gu ~~to me known and known by me~~ to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)



[Signature]
Notary Public

Executed this _____ day of _____, 20____.

Jonathan P. VAN DYCK L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20____, personally appeared before me
_____ to me known and known by me to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____

Patent Case 51673

David RYCKMAN

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____

Daniel J. POON L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____

Patent Case 51678

Teresa E. PICK

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

(joint)

Patent Case 51673

293
16244

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, we

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of Canada
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
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8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA

do hereby sell, assign and transfer to Novartis AG, a company organized under the laws of the Swiss Confederation, of Lichtstrasse 35, 4056 Basel, Switzerland, and its successors, assigns and legal representatives, all of our right, title and interest for all countries of the world (Novartis AG hereinafter referred to collectively as the "ASSIGNEES") in and to (1) all of our inventions and discoveries described in the patent application(s) titled

SUBSTITUTED BENZIMIDAZOLES AND METHODS OF PREPARATION

and filed in the United States Patent and Trademark Office on _____ and accorded Application Number _____ * International Application No. PCT/US2006/034112, filed 30 August 2006 (2) the patent application(s) identified in (1), (3) all national stages of any international patent application identified in (1), (4) all other patent applications in all countries and regions claiming the priority of the provisional or non-provisional patent application filed in the United States Patent and Trademark Office on 30 August 2005 and accorded Application Number 60/713,108, on 30 August 2005 and accorded Application Number 60/712,539 on 27 October 2005 and accorded Application Number 60/731,591 and on 17 February 2006 and accorded Application Number 60/774,684 (5) for all patent applications, all rights of priority based upon the United States patent application identified in (4) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application identified in (4) is a provisional patent application, under 35 USC 119(e) (including the right to file patent applications on said inventions and discoveries in the names of

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HAC

(joint)

Patent Case 51673

ASSIGNEES or their designees or in our names, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEES** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made.

*We hereby authorize **ASSIGNEES** and their representatives to insert in this Assignment the filing date(s) and Application Number(s) of said patent application(s) when notified thereof.

And we hereby covenant and agree that we will, at any time, (i) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, patents, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates and applications within the scope of (8) and (9) in **ASSIGNEES** or their successors, assigns or legal representatives, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (3), (4) and (6) and all applications within the scope of (8) or (9) and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEES** or their successors, assigns or legal representatives.

Executed this _____ day of _____, 20_____

L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

L.S.

Bridget R. MILLER

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

Executed this _____ day of _____, 20____

L.S.

David A. SIESEL

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

(joint)

_____. L.S.
Tyson SWIFTNEY

State of _____)
) s.s.
County of _____)

(Seal)

Notary Public

Brian DIAZ L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

250
299

(joint)

Executed this _____ day of _____, 20_____.

L.S.

Danlin GU

ACKNOWLEDGEMENT

State of _____)

) s.s.:

County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

L.S.

Jonathan P. VAN DYCK

ACKNOWLEDGEMENT

State of _____)

) s.s.:

County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

(joint)

_____ L.S.

ACKNOWLEDGEMENT

) S.S.:

)

(Seal)

Notary Public

_____ L.S.

ACKNOWLEDGEMENT

) S.S.:

)

(Seal)

Notary Public

287
2307

Executed this 21 day of March, 2008

Jeresa E. Pick

L.S.

ACKNOWLEDGEMENT

State of _____)
) S.S.
County of _____)

(Seal)

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

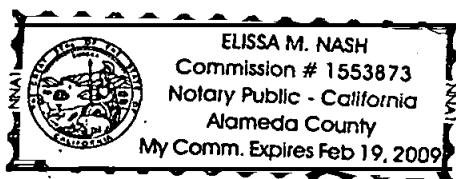
State of California

County of Alameda

On March 21, 2008 before me, Elissa M. Nash, Notary Public

personally appeared Teresa Pick

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

(joint)

Patent Case 51673

284
303

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, we

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of Canada
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA

do hereby sell, assign and transfer to Novartis AG, a company organized under the laws of the Swiss Confederation, of Lichtstrasse 35, 4056 Basel, Switzerland, and its successors, assigns and legal representatives, all of our right, title and interest for all countries of the world (Novartis AG hereinafter referred to collectively as the "ASSIGNEES") in and to (1) all of our inventions and discoveries described in the patent application(s) titled

SUBSTITUTED BENZIMIDAZOLES AND METHODS OF PREPARATION

and filed in the United States Patent and Trademark Office on _____ and accorded Application Number _____ International Application No. PCT/US2006/034112, filed 30 August 2006 (2) the patent application(s) identified in (1), (3) all national stages of any international patent application identified in (1), (4) all other patent applications in all countries and regions claiming the priority of the provisional or non-provisional patent application filed in the United States Patent and Trademark Office on 30 August 2005 and accorded Application Number 60/713,108, on 30 August 2005 and accorded Application Number 60/712,539 on 27 October 2005 and accorded Application Number 60/731,591 and on 17 February 2006 and accorded Application Number 60/774,684 (5) for all patent applications, all rights of priority based upon the United States patent application identified in (4) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application identified in (4) is a provisional patent application, under 35 USC 119(e) (including the right to file patent applications on said inventions and discoveries in the names of

(joint)

ASSIGNEES or their designees or in our names, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEES** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made.

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(joint)

L.S.

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

L.S.

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

(joint)

Tyson SWIFTNEY L.S.

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

Brian DIAZ L.S.

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____

L.S.

Danlin GU

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____

L.S.

Jonathan P. VAN DYCK

State of _____)
) s.s.:
County of _____)

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(Seal)

Notary Public

Executed this _____ day of _____, 20____

289
308

L.S.

State of _____)
) S.S.:
County of _____)

(Seal)

 L.S.
Daniel J. POON

Daniel J. POON

State of _____)
) s.s.:
County of _____)

(Seal)

NAME: _____

Executed this _____ day of _____, 20_____.

~~290~~
~~309~~

Teresa E. PICK

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

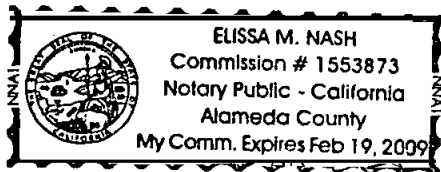
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of California

On 02/25/08 before me, Elissa M. Nash, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Poon
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elissa M. Nash
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

(joint)

Patent Case 51673

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11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA

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SUBSTITUTED BENZIMIDAZOLES AND METHODS OF PREPARATION

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(joint)

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(joint)

Executed this _____ day of _____, 20_____.

L.S.
Martin DIMITROFF

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me
_____ to me known and known by me to be the same person described in and
who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own
free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

L.S.
Bridget R. MILLER

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me
_____ to me known and known by me to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

L.S.

David A. SIESEL

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____

L.S.

Tyson SWIFTNEY

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

L.S.

Brian DIAZ

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

297
68/316

(joint)

Executed this _____ day of _____, 20_____.

Danlin GU L.S.

ACKNOWLEDGEMENT

State of _____)

) s.s.:

County of _____)

On this _____ day of _____, 20_____, personally appeared before me
_____ to me known and known by me to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

Jonathan P. VAN DYCK L.S.

ACKNOWLEDGEMENT

State of _____)

) s.s.:

County of _____)

On this _____ day of _____, 20_____, personally appeared before me
_____ to me known and known by me to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)

Notary Public

298
6/3/17

(joint)
Executed this 12 day of March, 2008.

David Ryckman L.S.
David RYCKMAN

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20____, personally appeared before me
_____ to me known and known by me to be the same person described in and who
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will for the purpose set forth.

(Seal)

[Signature]
Notary Public

SEE ATTACHED

Executed this _____ day of _____, 20____.

Daniel J. POON L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20____, personally appeared before me
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will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____

3/8

Teresa E. PICK

State of _____)
) s.s.:
County of _____)

(Seal)

2A 300
319

ACKNOWLEDGMENT

State of California
County of SAN DIEGO

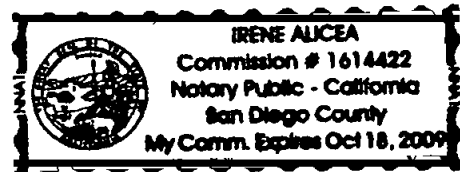
On MARCH 12, 2008 before me, IRENE ALICEA, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DAVID LYCKMAN
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Irene Alicea (Seal)



(joint)

Patent Case 51673

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, we

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of Canada
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA

do hereby sell, assign and transfer to Novartis AG, a company organized under the laws of the Swiss Confederation, of Lichtstrasse 35, 4056 Basel, Switzerland, and its successors, assigns and legal representatives, all of our right, title and interest for all countries of the world (Novartis AG hereinafter referred to collectively as the "ASSIGNEES") in and to (1) all of our inventions and discoveries described in the patent application(s) titled

SUBSTITUTED BENZIMIDAZOLES AND METHODS OF PREPARATION

and filed in the United States Patent and Trademark Office on _____ and accorded Application Number _____ * International Application No. PCT/US2006/034112, filed 30 August 2006 (2) the patent application(s) identified in (1), (3) all national stages of any international patent application identified in (1), (4) all other patent applications in all countries and regions claiming the priority of the provisional or non-provisional patent application filed in the United States Patent and Trademark Office on 30 August 2005 and accorded Application Number 60/713,108, on 30 August 2005 and accorded Application Number 60/712,539 on 27 October 2005 and accorded Application Number 60/731,591 and on 17 February 2006 and accorded Application Number 60/774,684 (5) for all patent applications, all rights of priority based upon the United States patent application identified in (4) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application identified in (4) is a provisional patent application, under 35 USC 119(e) (including the right to file patent applications on said inventions and discoveries in the names of

302
73321

(joint)

Patent Case 51673

ASSIGNEES or their designees or in our names, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEES** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made.

*We hereby authorize **ASSIGNEES** and their representatives to insert in this Assignment the filing date(s) and Application Number(s) of said patent application(s) when notified thereof.

And we hereby covenant and agree that we will, at any time, (i) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, patents, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates and applications within the scope of (8) and (9) in **ASSIGNEES** or their successors, assigns or legal representatives, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (3), (4) and (6) and all applications within the scope of (8) or (9) and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEES** or their successors, assigns or legal representatives.

Executed this _____ day of _____, 20____

Patent Case 51673

Martin DIMITROFF

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this 27th day of February 2008

Bridget R Miller s.
Bridget R. MILLER

ACKNOWLEDGEMENT

State of Washington)
County of Snohomish) S.S.:

On this 27th day of February, 2008, personally appeared before me Bridget Miller to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his/her own free will for the purpose set forth.




Notary Public

Patent Case 51673

L.S.

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

_____ L.S.

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

Executed this _____ day of _____, 20_____

Tyson SWIFTNEY L.S.

State of _____)
) s.s.:
 County of _____)

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

Brian DIAZ L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

JA 306
325

(joint)

Executed this _____ day of _____, 20____.

L.S.

Danlin GU

ACKNOWLEDGEMENT

State of _____)

) s.s.:

County of _____)

On this _____ day of _____, 20____, personally appeared before me
_____ to me known and known by me to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

L.S.

Jonathan P. VAN DYCK

ACKNOWLEDGEMENT

State of _____)

) s.s.:

County of _____)

On this _____ day of _____, 20____, personally appeared before me
_____ to me known and known by me to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____

~~28326~~

David RYCKMAN

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

Daniel J. POON L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____

ACKNOWLEDGEMENT

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Notary Public

(joint)

Patent Case 51673

908
328

ASSIGNMENT

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8/30/99
329

(joint)

Patent Case 51673

ASSIGNEES or their designees or in our names, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEES** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made.

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(joint)

Martin DIMITROFF L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Bridget R. MILLER L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

(joint)

Brady S. STILLWELL L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

David A. SIESEL L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

(joint)

Tyson SWIFTNEY L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Executed this 26th day of February, 2008

State of Washington)
) S.S.:
County of King)

(Seal)

**Notary Public
State of Washington
KIRSTIN NICOLE LAMBALOT
My Appointment Expires Apr 16, 2011**

{joint}

_____ L.S.
Danlin GU

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Jonathan P. VAN DYCK L.S.

State of _____)
) s.s.:
 County of _____)

(Seal)

Notary Public

314
334

(joint)

Executed this _____ day of _____, 20_____.

L.S.

David RYCKMAN

ACKNOWLEDGEMENT

State of _____)

) s.s.:

County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

L.S.

Daniel J. POON

ACKNOWLEDGEMENT

State of _____)

) s.s.:

County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

319
84 335

(joint)

Executed this _____ day of _____, 20____.

L.S.

Teresa E. PICK

ACKNOWLEDGEMENT

State of _____)

) s.s.:

County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

(joint)

Patent Case 51673

310
336

ASSIGNMENT

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1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of Canada
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3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
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6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA

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SA 317
332

(joint)

Patent Case 51673

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(joint)

L.S.

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

L.S.

Bridget R. MILLER

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

(joint)

Tyson SWIFTNEY L.S.

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____
_____ to me known and known by me to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

Brian DIAZ L.S.

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me, _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

(joint)

Executed this _____ day of _____, 20_____.

Danlin GU L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me
_____ to me known and known by me to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)

Notary Public

Executed this 13 day of FEB, 2008.

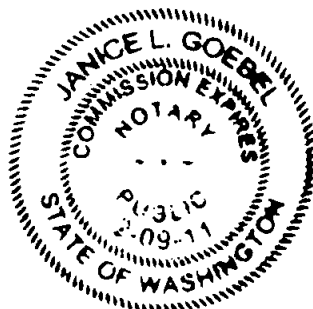
Jonathan P. Van Dyck L.S.
Jonathan P. VAN DYCK

ACKNOWLEDGEMENT

State of Washington)
) s.s.:
County of Snohomish)

On this 13 day of February, 2008, personally appeared before me
Jonathan P. Van Dyck to me known and known by me to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)



Janice L. Goebel
Notary Public
Janice L. Goebel
Commission expires 2/9/11

51673

Executed this _____ day of _____, 20____.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

Daniel J. POON L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

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(Seal)

Notary Public

Patent Case 51673

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ASSIGNMENT

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1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of Canada
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA

do hereby sell, assign and transfer to Novartis AG, a company organized under the laws of the Swiss Confederation, of Lichtstrasse 35, 4056 Basel, Switzerland, and its successors, assigns and legal representatives, all of our right, title and interest for all countries of the world (Novartis AG hereinafter referred to collectively as the "ASSIGNEES") in and to (1) all of our inventions and discoveries described in the patent application(s) titled

SUBSTITUTED BENZIMIDAZOLES AND METHODS OF PREPARATION

and filed in the United States Patent and Trademark Office on _____ and accorded Application Number _____* International Application No. PCT/US2006/034112, filed 30 August 2006 (2) the patent application(s) identified in (1), (3) all national stages of any international patent application identified in (1), (4) all other patent applications in all countries and regions claiming the priority of the provisional or non-provisional patent application filed in the United States Patent and Trademark Office on 30 August 2005 and accorded Application Number 60/713,108, on 30 August 2005 and accorded Application Number 60/712,539 on 27 October 2005 and accorded Application Number 60/731,591 and on 17 February 2006 and accorded Application Number 60/774,684 (5) for all patent applications, all rights of priority based upon the United States patent application identified in (4) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application identified in (4) is a provisional patent application, under 35 USC 119(e) (including the right to file patent applications on said inventions and discoveries in the names of

(joint)

ASSIGNEES or their designees or in our names, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEES** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made.

*We hereby authorize **ASSIGNEES** and their representatives to insert in this Assignment the filing date(s) and Application Number(s) of said patent application(s) when notified thereof.

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[Handwritten signature]

Executed this _____ day of _____, 20____.

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

Bridget R. MILLER L.S.

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

327
347

(joint)

Patent Case 51673

Executed this _____ day of _____, 20____.

Brady S. STILLWELL L.S.

[Handwritten signature]

ACKNOWLEDGEMENT

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this 13 day of FEBRUARY, 2008.

David A Siesel

David A. SIESEL L.S.

ACKNOWLEDGEMENT

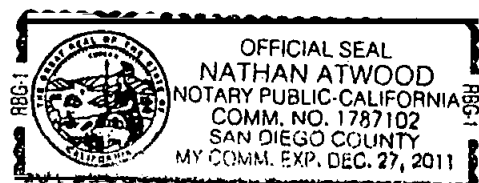
State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

State of California
County of San Diego
On February 13, 2008 before me Nathan Atwood Notary Public,
personally appeared David A. Siesel
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Nathan Atwood
Signature of Notary Public



~~100~~

Executed this _____ day of _____, 20____.

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

Brian DIAZ L.S.

State of _____)
) s.s.:
County of _____)

Notary Public

Executed this _____ day of _____, 20____.



ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

Jonathan P. VAN DYCK L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

nt Case 51673

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

Executed this _____ day of _____, 20_____.

Daniel J. POON L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

Executed this _____ day of _____, 20____

Case 5:16-73

ACKNOWLEDGEMENT

On this _____ day of _____, 20____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

(joint)

Patent Case 51673

ASSIGNMENT

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(joint)

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223
354

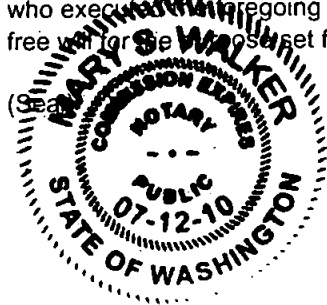
(joint)
Executed this 20th day of February, 2008.

[Signature] L.S.
Martin DIMITROFF

ACKNOWLEDGEMENT

State of WA)
) s.s.:
County of KING)

On this 20th day of February, 2008, personally appeared before me
Martin Dimitroff to me known and known by me to be the same person described in and
who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own
free will for the purpose set forth.



[Signature]
Notary Public

Executed this _____ day of _____, 20____.

Bridget R. MILLER L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20____, personally appeared before me
_____ to me known and known by me to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)

Notary Public

(joint)

Brady S. STILLWELL L.S.

State of _____)
) s.s.
County of _____)

(Seal)

Notary Public

David A. SIESEL L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

~~11/12~~

Executed this _____ day of _____, 20____.

Tyson SWIFTNEY

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

Brian DIAZ

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

~~928~~

Executed this _____ day of _____, 20_____.

Danlin GU

ACKNOWLEDGEMENT

State of _____

) S.S.:

County of _____)

On this day of , 20 , personally appeared before me

_____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

Executed this _____ day of _____, 20_____.

_____ L.S.

Jonathan P. VAN DYCK

ACKNOWLEDGEMENT

State of _____

) S.S.:

County of _____)

On this _____ day of _____, 20_____, personally appeared before me

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Notary Public

Executed this _____ day of _____, 20____.

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State of _____)
) s.s.:
County of _____)

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(Seal)

Notary Public

Executed this _____ day of _____, 20____.

L.S.

Daniel J. POON

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

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(Seal)

Notary Public

Executed this _____ day of _____, 20_____.

L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

(joint)

Patent Case 51672

172360
374

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, we

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of Canada
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
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8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
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(joint)

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343

Executed this _____ day of _____, 20____.

Martin DIMITROFF

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Executed this _____ day of _____, 20_____

Bridget R. MILLER

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

(joint)

Executed this _____ day of _____, 20_____

Brady S. STILLWELL L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20____.

_____. L.S.
David A. SIESEL

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

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(Seal)

Notary Public

345
#364

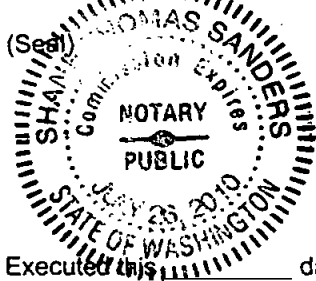
(joint)
Executed this 01 day of April, 2008.

Tyson Swiftney
Tyson SWIFTNEY

ACKNOWLEDGEMENT

State of Washington)
) s.s.:
County of King)

On this 1st day of April, 2008, personally appeared before me
Tyson Swiftney to me known and known by me to be the same person described in and who
executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.



[Signature]
Notary Public

Executed this _____ day of _____, 20____.

Brian DIAZ L.S.

ACKNOWLEDGEMENT

State of _____)
) s.s.:
County of _____)

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executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free
will for the purpose set forth.

(Seal)

Notary Public

147 365 246

(joint)

Executed this _____ day of _____, 20_____

L.S.

Danlin GU

ACKNOWLEDGEMENT

State of _____)

) s.s.:

County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

Executed this _____ day of _____, 20_____

L.S.

Jonathan P. VAN DYCK

ACKNOWLEDGEMENT

State of _____)

) s.s.:

County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

(joint)

David RYCKMAN L.S.

State of _____)
) s.s.
County of _____)

(Seal)

Notary Public

Daniel J. POON L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Patent Case 51673

Teresa E. PICK L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

(joint)

Patent Case 51673

340
#1036

ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, we

1. Martin DIMITROFF, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of Canada
2. Bridget R. MILLER, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
3. Brady S. STILLWELL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
4. David A. SIESEL, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
5. Tyson SWIFTNEY, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
6. Brian DIAZ, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
7. Danlin GU, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
8. Jonathan P. VAN DYCK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
9. David RYCKMAN, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
10. Daniel J. POON, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA
11. Teresa E. PICK, Novartis Vaccines and Diagnostics Inc., P.O. Box 8097, Emeryville, California 94662-8097 USA, citizen of USA

do hereby sell, assign and transfer to Novartis AG, a company organized under the laws of the Swiss Confederation, of Lichtstrasse 35, 4056 Basel, Switzerland, and its successors, assigns and legal representatives, all of our right, title and interest for all countries of the world (Novartis AG hereinafter referred to collectively as the "ASSIGNEES") in and to (1) all of our inventions and discoveries described in the patent application(s) titled

SUBSTITUTED BENZIMIDAZOLES AND METHODS OF PREPARATION

and filed in the United States Patent and Trademark Office on _____ and accorded Application Number _____ * International Application No. PCT/US2006/034112, filed 30 August 2006 (2) the patent application(s) identified in (1), (3) all national stages of any international patent application identified in (1), (4) all other patent applications in all countries and regions claiming the priority of the provisional or non-provisional patent application filed in the United States Patent and Trademark Office on 30 August 2005 and accorded Application Number 60/713,108, on 30 August 2005 and accorded Application Number 60/712,539 on 27 October 2005 and accorded Application Number 60/731,591 and on 17 February 2006 and accorded Application Number 60/774,684 (5) for all patent applications, all rights of priority based upon the United States patent application identified in (4) in all countries and regions under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention relating to Inventions, Patents, Designs, and Industrial Models and all other international agreements to which the United States now is or hereafter becomes a signatory and, if the United States patent application identified in (4) is a provisional patent application, under 35 USC 119(e) (including the right to file patent applications on said inventions and discoveries in the names of

291
X 369

(joint)

ASSIGNEES or their designees or in our names, at their election and in accordance with applicable law in all countries and regions), (6) all continuations and divisions of any United States patent application or international patent application designating the United States identified in (1), any national stages of any international application identified in (1) and any patent applications within the scope of (4) (including further continuations and divisions such as, but not limited to, continuations of continuations and continuations of divisions), ((2)-(4) and (6) hereinafter referred to collectively as "patent applications"), (7) all patents that are granted on any of said patent applications, (8) all registrations and confirmations of, and importation certificates based upon, one or more of said patents and applications for such registrations, confirmations and importation certificates and (9) all reissues, renewals and extensions of said patents, registrations, confirmations and importation certificates, reexamination certificates issued for said patents and supplementary protection certificates based upon said patents and applications for such reissues, renewals, extensions, reexamination certificates and supplementary protection certificates, the same to be held and enjoyed by said **ASSIGNEES** and their successors, assigns and legal representatives to the full ends of the terms for which said patents, registrations, confirmations, importation certificates, reexamination certificates, supplementary protection certificates, reissues, renewals and extensions may be granted, as fully and entirely as the same would have been held and enjoyed by us if this sale, assignment and transfer had not been made.

*We hereby authorize **ASSIGNEES** and their representatives to insert in this Assignment the filing date(s) and Application Number(s) of said patent application(s) when notified thereof.

And we hereby covenant and agree that we will, at any time, (i) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute and deliver all documents that may be necessary or desirable to perfect the title to the foregoing inventions and discoveries, patent applications, patents, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates and applications within the scope of (8) and (9) in **ASSIGNEES** or their successors, assigns or legal representatives, including the execution and procurement of all further documents evidencing this sale, assignment and transfer as may be necessary or desirable for recording the same in the patent office or other intellectual property office, agency or the like of any country or region, (ii) upon the request, but at the expense, of **ASSIGNEES** or their successors, assigns or legal representatives execute all additional patent applications within the scope of (3), (4) and (6) and all applications within the scope of (8) or (9) and (iii) make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEES** or their successors, assigns or legal representatives.

(joint)

_____ L.S.

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

L.S.

ACKNOWLEDGEMENT

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

343
381

(joint)

Executed this 22 day of Apr, 20 08.

Brady S. Stillwell L.S.
Brady S. STILLWELL

ACKNOWLEDGEMENT

State of Connecticut)
County of New London) s.s.: Horton

On this 22nd day of April, 20 08, personally appeared before me Brady S. Stillwell to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Diane L. Moshier
Notary Public

Diane L. Moshier

My comm. expires
8/31/2010

Executed this _____ day of _____, 20 _____.

David A. SIESEL L.S.

ACKNOWLEDGEMENT

State of _____)
County of _____) s.s.: _____

On this _____ day of _____, 20 _____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

(Seal)

Notary Public

(joint)

Tyson SWIFTNEY L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Brian DIAZ L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

(joint)

Danlin GU L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Jonathan P. VAN DYCK L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

(joint)

David RYCKMAN L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

Daniel J. POON L.S.

State of _____)
) s.s.:
County of _____)

(Seal)

Notary Public

(joint)

L.S.

ACKNOWLEDGEMENT

) s.s.:

On this _____ day of _____, 20_____, personally appeared before me _____ to me known and known by me to be the same person described in and who executed the foregoing Assignment and acknowledged that (s)he executed the same of his (her) own free will for the purpose set forth.

Notary Public

386...

REPUBLICA DE COLOMBIA
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

Folio 358

2020
Bogotá D.C.,

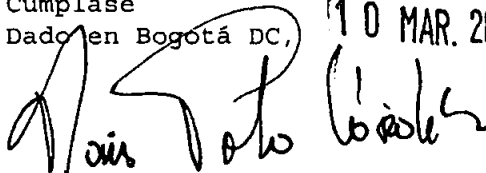
Doctor(a)
OLARTE GARCIA CARLOS REYNALDO
Apoderado(a) y/o Representante de
NOVARTIS AG

REFERENCIA	Radicación No.	8 20313
	Solicitud internacional	PCT/US2006/034112
	Fecha inicio fase nacional	30/03/2008
	Trámite	11
	Evento	378
	Actuación	416
	Oficio No.	7853
	Folios	1

Teniendo en cuenta que la solicitud de privilegio de patente que se tramita bajo el expediente indicado en la referencia, reúne los requisitos de forma establecidos en la Decisión 486 de la Comisión de la Comunidad Andina, el Tratado de Cooperación en Materia de Patentes (PCT), el Reglamento y la Circular Única de la Superintendencia de Industria y Comercio, se envía el extracto de la solicitud a la Oficina de Comunicaciones para efecto de su publicación en la Gaceta de Propiedad Industrial.

Cúmplase
Dado en Bogotá DC,

10 MAR. 2009


DORIS ELENA POLO CORDOBA
Jefe de la división de Nuevas Creaciones (E)

adpall