

PATENT ASSIGNMENT

Docket Number 18545-790.101

WHEREAS, the undersigned:

- | | | | |
|---|--|---|--|
| 1. REILAND WAKEMAN, Joanne
10952 Riesling Drive
San Diego, CA 92131 | 2. ROWLINGS, Colin
5484 Shannon Ridge Lane
San Diego, CA 92130 | 3. LIU, Sha
6827 Lopez Canyon Way
San Diego, CA 92126 | 4. BURKE, Gerry
4427 Corte Morea
San Diego, CA 92129 |
|---|--|---|--|

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

PHARMACEUTICAL COMPOSITION

☒ for which application serial number 62/264,792 was filed on December 8, 2015 in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Ardea Biosciences, Inc., a corporation of the State of Delaware, having a place of business at 9390 Towne Centre Drive, San Diego, CA 92121, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 10/2/2016


Joanne REILAND WAKEMAN

Date: 8/18/2016


Colin ROWLINGS

Date: 9/28/16


Sha LIU

Date: 8/28/2016


Gerry BURKE

RECEIVED AND AGREED TO BY ASSIGNEE: ARDEA BIOSCIENCES, INC.

Date: _____

Signature: _____

Name: James Mackay
Title: President and Chief Operating Officer

DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION USING AN APPLICATION DATA SHEET (37 CFR 1.76)

Title of
Invention

PHARMACEUTICAL COMPOSITION

As the below named inventor, I hereby declare that:

This declaration
is directed to:

☐

The attached application, or

☒

United States application or PCT international application number 62/264,792
filed on December 8, 2015

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

LEGAL NAME OF INVENTOR

Inventor: Joanne REILAND WAKEMAN

Date (Optional): 10 Oct 2016

Signature: 

Note: An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form or must have been previously filed. Use an additional PTO/AIA/01 form for each additional inventor.

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

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LEGAL NAME OF INVENTOR

Inventor: Colin ROWLINGS

Date (Optional): 8/18/2016

Signature: 

Note: An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form or must have been previously filed. Use an additional PTO/AIA/01 form for each additional inventor.

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LEGAL NAME OF INVENTOR

Inventor: Sha LIU

Date (Optional): 9/28/16

Signature: 

Note: An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form or must have been previously filed. Use an additional PTO/AIA/01 form for each additional inventor.

This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

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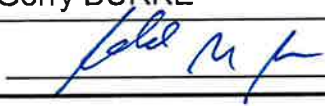
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LEGAL NAME OF INVENTOR

Inventor: Gerry BURKE

Date (Optional): 9/28/2015

Signature: 

Note: An application data sheet (PTO/SB/14 or equivalent), including naming the entire inventive entity, must accompany this form or must have been previously filed. Use an additional PTO/AIA/01 form for each additional inventor.

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ASSIGNMENT OF INVENTION MADE DURING EMPLOYMENT

§1

The undersigned, Christian VON CORSWANT, Christer TANNERGREN and Johan HJÄRTSTAM all Swedish nationals of AstraZeneca, SE-431 83 Mölndal, Sweden as of the 7th day of December 2016 (the “**Effective Date**”) hereby confirms that by virtue of their employment have assigned, and in so far as there may be any outstanding rights that have not been assigned do hereby assign, to AstraZeneca AB with registered office address at SE-151 85 Södertälje, Sweden (“**AstraZeneca**”) an invention made during employment, which invention, in accordance with the rules laid down in the collective bargaining agreement between SN (the Swedish Employers’ Confederation) and PTK (the Swedish Federation of Salaried Employees in Industry and Services) dated 2 July, 2015, has been brought to the attention of the employer and has been categorized as a Class A Invention. The Inventor(s) further acknowledge that insofar as and solely to the extent that the Rights apply to India, the amount paid to the Inventor(s) pursuant to their contract of employment includes nominal consideration of 10 SEK.

§2

This assignment comprises the entire right, title and interest to said invention made by the Inventor(s) and to any and all patents that may be granted thereon.

§3

The assignment as stated in §2, above, includes, but is not restricted to, the right without limitation to apply for, to be granted and to assign patents and other means of protection of industrial property that may be granted on said invention, that is included in the patent application(s) specified in the attached Schedule (the “**Patent Application(s)**”) with regard to the invention referred to by this confirmation for a patent, design registration or inventor’s certificate or other comparable means of protection of industrial property, and the right to file a patent application anywhere in the world claiming convention priority

§4

The Inventor(s) hereby confirm(s) that calculation of the remuneration for the invention assigned to AstraZeneca shall be subject to the rules stated in the Policy on Inventor Remunerations, dated 11 November, 2015, as to providing incentives for inventors among employees of the AstraZeneca group of companies.

§5

The AstraZeneca group of companies are entitled at any time to waive their rights to the invention in favour of the Inventor(s), in which case any remuneration already paid out is not required to be refunded.

Any attorney of record is authorized and requested by the execution of this assignment to insert into this assignment any further information necessary for recordation of this document.

Signed at: *Mölndal, Sweden*

Date: *15* December 2016



Name: Christian VON CORSWANT

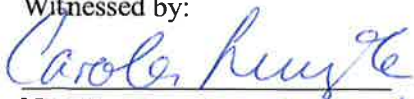


Name: Christer TANNERGREN



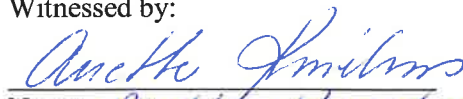
Name: Johan HJÄRTSTAM

Witnessed by:



Name: *Carola Lempke*
Pepparedsleden 1
431 83 Mölndal
Sweden

Witnessed by:

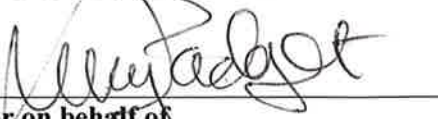


Name: *Anette Ronselius*
Pepparedsleden 1
431 83 Mölndal
Sweden

The above assignment agreement is accepted:

Signed at: Cheshire, United Kingdom

Date: 16th December 2016



Signed for on behalf of
ASTRAZENECA AB (PUBL)

Name: Lucy PADGET

Title: Authorised Signatory

Witnessed by:



Name: J PENNINGTON

THE SCHEDULE

THE PATENT APPLICATION(S)					
AstraZeneca Case No:	Application Ref:	Country	Filing Type	Application No. and/or Title of Invention	Filing Date
200395-WO-PCT	A	International	PCT	PCT/EP2016/080111	7th December 2016

Patent Application referenced A claim priority from the following US Provisional Application(s)

Application No.	Filing Date
62/264,792	8 th December 2015

TRADUCCIÓN OFICIAL No. 050/CKM REALIZADA POR DIEGO F. VARGAS ZAMORA, TRADUCTOR E
INTÉRPRETE OFICIAL INGLÉS-ESPAÑOL, RECONOCIDO POR EL MINISTERIO DE JUSTICIA E INSCRITO
ANTE EL MINISTERIO DE RELACIONES EXTERIORES.

CESIÓN DE PATENTE	Referencia Número 18545-790.101						
CONSIDERANDO que los suscritos <table><tbody><tr><td>1. REILAND WAKEMAN Joanne 10952 Riesling Drive San Diego, CA 92131</td><td>2. ROWLINGS, Colin 5484 Shannon Ridge Lane San Diego, CA 92130</td><td>3. LIU, Sha 6827 Lopez Cannon Way San Diego, CA 92126</td></tr><tr><td colspan="3">4. BURKE, Gerry 4427 Corte Morea San Diego, CA 92129</td></tr></tbody></table>		1. REILAND WAKEMAN Joanne 10952 Riesling Drive San Diego, CA 92131	2. ROWLINGS, Colin 5484 Shannon Ridge Lane San Diego, CA 92130	3. LIU, Sha 6827 Lopez Cannon Way San Diego, CA 92126	4. BURKE, Gerry 4427 Corte Morea San Diego, CA 92129		
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en adelante el(los) "Inventor(es)" han realizado ciertas mejoras nueva y útiles en COMPOSICIÓN FARMACÉUTICA ☒ para la cual la solicitud con número de serie <u>62/264,792</u> se presentó el <u>8 de diciembre de 2015</u> ante la Oficina de Marcas y Patentes de los Estados Unidos; (en adelante la(s) "Solicitud(es)"). El término Solicitud(es) también incluye todas las solicitudes de patente que comparten o reivindican prioridad sobre o con respecto a la(s) anterior(es) solicitud(es). CONSIDERANDO que <u>Ardea BioSciences, Inc.</u>, una sociedad del Estado de <u>Delaware</u>, domiciliada en <u>9390 Towne Centre Drive, San Diego, CA 92121</u>, (en adelante "Cesionaria"), desea adquirir todo el derecho, título e interés en y a dicha(s) Solicitud(es) y a las invenciones divulgadas en esta(s), y en todas las representaciones de las invenciones, hasta el momento concebidas, realizadas o descubiertas, ya sea conjunta o individualmente, por parte de dicho(s) Inventor(es) (denominadas conjuntamente como las "Invenciones") y con respecto a todas las patentes,							

DIEGO F. VARGAS Z.
TRADUCTOR E INTÉRPRETE OFICIAL
ESPAÑOL - INGLÉS - INGLÉS - ESPAÑOL
RES. 0001 DE ENERO 4 DE 1999
MINISTERIO DE JUSTICIA

certificados de inventor y otras formas de protección otorgadas a estas en los Estados Unidos, en países extranjeros y de conformidad con cualquier convención internacional, acuerdo, protocolo o tratado, incluyendo las presentadas de conformidad con la Convención de París para la Protección de la Propiedad Industrial, el Tratado de Cooperación de Patentes u otros (en adelante "Patente(s)").

POR CONSIGUIENTE, en consideración a la contraprestación legal y válida que dicho(s) Inventor(es) reconocen haber recibido a cabalidad de dicha Cesionaria:

1. Dicho(s) Inventor(es) por el presente venden, ceden, transfieren y enajenan a dicha Cesionaria todo el derecho, título e interés (a) en y a dichas Invenciones; (b) en y a dichas Solicitudes, incluyendo el derecho de reivindicar prioridad de y con respecto a dicha(s) Solicitud(es); (c) en y a todas y cada solicitud que sea divisional, de sustitución, continuación o continuación en parte de dicha Solicitud(es); (d) en y a dicha Patente(s) y a todas y cada una de las patentes que se lleguen a expedir o reexpedir a las anteriores; (e) en y a todas y cada reexpedición, nuevo examen, renovación o prórroga de cualquier clase de las anteriores; (f) en y a todas y cada una de las patentes y solicitudes presentadas en el exterior de los Estados Unidos y que corresponda a cualquiera de los anteriores; y (g) en y a todas las reclamaciones relativas a infracciones pasadas, presentes y futuras de la(s) Patente(s), incluyendo todos los derechos de presentar demandas y recibir y cobrar indemnización, para uso de la misma Cesionaria, respecto a todas las pérdida de ganancias, regalías y daños y

DIEGO F. VARGAS Z.

TRADUCTOR E INTERPRETE OFICIAL
ESPAÑOL - INGLÉS - INGLÉS - ESPAÑOL

RES. 0001 DE ENERO 4 DE 1999

MINISTERIO DE JUSTICIA

perjuicios pasados, actuales y futuros de cualquier naturaleza, que se puedan reclamar con respecto a una infracción de la(s) Patente(s).

2. Dicho(s) Inventor(es) por el presente se comprometen y acuerdan cooperar con dicha Cesionaria para permitirle a dicha Cesionaria disfrutar, en la mayor medida posible, el derecho, título e interés que se traspasa por el presente, en los Estados Unidos, en los países extranjeros o de conformidad con cualquier convención internacional, acuerdo, protocolo o tratado. Dicha cooperación por parte de dicho(s) Inventor(es) incluirá la presentación pronta de los hechos y documentos pertinentes, rendición de testimonios, suscripción de solicitudes, juramentos, especificaciones, declaraciones u otros documentos, y cualquier otra colaboración, todo en la medida que se considere necesario o conveniente por parte de dicha Cesionaria (a) para perfeccionar en dicha Cesionaria el derecho, título e interés enajenado por el presente; (b) para tramitar cualquier solicitud que cubra dichas Invenciones; (c) para presentar y tramitar solicitudes sustitutas, divisionales, de continuación o adicionales que amparen dichas Invenciones; (d) para la presentación y trámite de solicitudes de reexpedición de cualquiera de dicha(s) Patente(s); (e) para procesos de interferencia u otros procesos de prioridad que involucren a dichas Invenciones; y (f) para procesos legales que involucren a dichas Invenciones y cualquier solicitud para las mismas y cualquier Patente(s) otorgadas a las mismas, incluyendo, sin limitación, reexpediciones y nuevos exámenes, procesos de oposición, procesos de cancelación, disputas de prioridad,

procesos de uso público, acciones de infracción y acciones judiciales; a condición, no obstante lo anterior, que los gastos razonables incurridos por dicho(s) Inventor(es) en la prestación de dicha cooperación sean pagados por parte de dicha Cesionaria.

3. Los términos y compromisos de la presente cesión redundarán en beneficio de dicha Cesionaria, de sus sucesores, cesionarios y otros representantes legales y serán vinculantes para dicho(s) Inventor(es), sus respectivos herederos, representantes legales y cesionarios.

4. Por el presente dicho(s) Inventor(es) garantizan, declaran y se comprometen a que dicho(s) Inventor(es) no han suscrito, ni suscribirán, ninguna cesión, contrato o entendimiento que esté en conflicto con el presente.

5. Dicho(s) Inventor(es) solicitan por el presente que cualquier Patente(s) que se llegue a expedir en los Estados Unidos, en los países extranjeros o de conformidad con cualquier convención internacional, acuerdo, protocolo o tratado, sea expedida a nombre de la Cesionaria, o de sus sucesores y cesionarios para uso exclusivo de dicha Cesionaria, de sus sucesores, representantes legales y cesionarios.

6. El presente instrumento será interpretado de conformidad con las leyes del Estado de California, sin consideración a los principios de conflicto de leyes. En caso se determine que cualquier disposición del presente instrumento es ilegal o inejecutable, las restantes

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disposiciones permanecerán vigentes y ejecutables en la mayor medida permitida por la ley. El presente instrumento podrá ser suscrito en distintos ejemplares, cada uno de los cuales se considerará un original, pero todos los cuales en conjunto constituirán un único y mismo acuerdo.

EN TESTIMONIO DE LO CUAL, dicho Inventor(es) han suscrito y entregado este instrumento a dicha Cesionaria en las fechas indicadas a continuación:

Fecha: 10 Oct. 2016 Firma Ilegible
Michael John Bennett

Fecha: 8/18/2016 Firma Ilegible
Colin ROWLINGS

Fecha: 9/28/16 Firma Ilegible
Sha LIU

Fecha: 8/28/2016 Firma Ilegible
Gerry BURKE

RECIBIDO Y ACORDADO POR LA CESIONARIA: ARDEA BIOSCIENCES, INC.

Fecha: _____

Firma _____

Nombre: James Mackay

Cargo: Presidente y Director Operativo

PTO/AIA/01 (06-12)

Aprobado para uso hasta 01/31/2014. OMB 0651-0032

Oficina de Marcas y Patentes de los Estados Unidos. DEPARTAMENTO DE COMERCIO DE LOS ESTADOS UNIDOS
De conformidad con la Ley de Reducción de Papeleo de 1995, ninguna persona tiene la obligación de responder a una recopilación de información a menos que presente un número de control OMB válido.

DECLARACIÓN (37 CFR 1.63) PARA SOLICITUD DE UTILIDAD O
DISEÑO UTILIZANDO UNA HOJA DE INFORMACIÓN DE SOLICITUD (37
CFR 1.76)

Título
de invención:

COMPOSICIÓN FARMACÉUTICA

Como el inventor indicado a continuación, por el presente declaro que:

La presente declaración está dirigida a:

☐ La solicitud indicada anteriormente, o

☒ Solicitud de los Estados Unidos o solicitud internacional
PCT número 62/264,792, presentada el 8 de diciembre de 2015.

He realizado o autorizado la realización de la mencionada

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solicitud.

Considero que soy el inventor original o uno de los inventores conjuntos originales de una invención reivindicada en la solicitud.

Por el presente reconozco que cualquier aseveración falsa deliberada realizada en la presente declaración será sancionada de conformidad con el artículo 1001 del título 18 del Código de los Estados Unidos con multa o encarcelamiento por un término no superior a los cinco (5) años, o ambos.

ADVERTENCIA:

Se le advierte al peticionante/solicitante no suministrar información personal en los documentos presentados con la solicitud de patente que puedan contribuir al robo de identidad. La información personal, tal como número de seguro social, número de cuenta bancaria o números de tarjetas de crédito (distinto al formato PTO-2038 de autorización de tarjeta de crédito o cheque enviado para fines de pago) nunca es exigida por parte de la Oficina de Marcas y Patentes de los Estados Unidos (USPTO) en soporte a una petición o solicitud. Se le informa al peticionante/solicitante que el registro de una solicitud de patente está disponible para el público, después de la publicación de la solicitud (a menos que se realice una petición de no publicación de conformidad con el literal (a) del artículo 1.213 del título 37 del Código de Regulaciones Federales dentro de la solicitud) o expedición de la patente. Adicionalmente, el registro de una solicitud abandonada también puede estar disponible para el público si

se hace referencia a dicha solicitud en una solicitud publicada o en una patente otorgada (consular el artículo 1.14 del título 37 del Código de Regulaciones Federales). Los formatos PTO-2038 de autorización de tarjeta de crédito y cheques enviados para fines de pago no son conservados dentro de la carpeta de la solicitud y por consiguiente no están a disposición del público.

NOMBRE LEGAL DEL INVENTOR

Inventor: Joanne REILAND WAKEMAN Fecha (Opcional): 10 Oct.2016

Firma: Firma Ilegible

En ejemplares idénticos del formato anterior aparecen las firmas de:

NOMBRE LEGAL DEL INVENTOR

Inventor: Colin ROWLINGS Fecha (Opcional): 8/18/2016

Firma: Firma Ilegible

NOMBRE LEGAL DEL INVENTOR

Inventor: Sha LIU Fecha (Opcional): 9/28/16

Firma: Firma Ilegible

NOMBRE LEGAL DEL INVENTOR

Inventor: Gerry BURKE Fecha (Opcional): 9/28/2016

Firma: Firma Ilegible

Nota: Se debe adjuntar al presente formato una hoja de información de solicitud (PTO/AIA/14 o equivalente), incluyendo la designación de la entidad inventiva completa, o esta se debió haber presentado con anterioridad. Emplee un formato PTO/AIA/01 para cada inventor adicional.

FIN DE LA TRADUCCIÓN

Bogotá D.C., 8 de junio de 2018

Es traducción fiel y completa del documento original realizada por:

DIEGO F. VARGAS ZAMORA, Traductor e Intérprete Oficial Según Resolución No. 0001 de 1999

Ministerio de Justicia de Colombia.

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MINISTERIO DE JUSTICIA

TRADUCCIÓN OFICIAL No. 049/CKM REALIZADA POR DIEGO F. VARGAS ZAMORA, TRADUCTOR E INTÉRPRETE OFICIAL INGLÉS-ESPAÑOL, RECONOCIDO POR EL MINISTERIO DE JUSTICIA E INSCRITO ANTE EL MINISTERIO DE RELACIONES EXTERIORES.

AZ Ref: 200395-WO-PCT

CESIÓN DE INVENCIÓN REALIZADA DURANTE EMPLEO

Artículo 1

Los suscritos, Christian VON CORSWANT, Christer TANNERGREN y Johan HJÄRTSTAM, todos ciudadanos suecos, domiciliados en AstraZeneca, SE-431 83 Mölndal, Suecia, por el presente confirman que a fecha de 7 de diciembre de 2016 (la "**Fecha de Vigencia**"), en virtud de su empleo, han cedido y en lo que respecta a cualquier otro derecho vigente que no haya sido cedido, por el presente ceden, a AstraZeneca AB, domiciliada en SE-151 85 Södertälje, Suecia ("**AstraZeneca**") una invención realizada durante su vinculación, invención la cual, de conformidad con las normas establecidas en la convención colectiva entre SN (la Confederación Sueca de Empleadores) y la PTK (la Federación Sueca de Empleados Asalariados de la Industria y Servicios) del 2 de julio de 2015, fue informada al empleador y fue clasificada como una Invención Clase A. El(los) Inventor(es) adicionalmente reconoce(n) que en lo concerniente y únicamente en la medida que los Derechos sean aplicables a India, el valor pagado a el(los) Inventor(es) de conformidad con sus contratos laborales, incluye la contraprestación nominal por valor de \$10 coronas suecas.

Artículo 2

La presente cesión comprende todo nuestro derecho, título e interés a dicha invención, realizada por el(los) Inventor(es) y respecto a cualquier y todas las patentes que le(s) lleguen a ser otorgadas.

DIEGO F. VARGAS Z.
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Artículo 3

La cesión estipulada en el artículo 2 incluye, sin estar limitada a este, el derecho, sin limitación, de solicitar, serle concedidas y ceder patentes y otros medios de protección a la propiedad industrial que lleguen a ser otorgados a dicha invención, que se encuentren incluidas en la solicitud(es) de patente indicada(s) en el adjunto Anexo (la(s) "**Solicitud(es) de Patente**") con respecto a la invención a la se hace referencia mediante esta confirmación de patente, registro de diseño o certificado de inventor u otros medios comparables de protección a la propiedad industrial y el derecho a presentar solicitudes de patente en cualquier lugar del mundo, reivindicando prioridad de convención.

Artículo 4

El(los) Inventor(es) por el presente confirma(mos) que el cálculo de la remuneración por la invención cedida a AstraZeneca AB estará sujeta a las normas establecidas en la Política sobre Remuneraciones a Inventores del 11 de noviembre de 2015 respecto al otorgamiento de incentivos para inventores entre empleados del grupo de compañías de AstraZeneca.

Artículo 5

El grupo de compañías de AstraZeneca está facultado para renunciar, en cualquier momento, a sus derechos sobre la invención a favor de el(los) Inventor(es), caso en el cual cualquier remuneración que ya haya sido pagada, no tendrá que ser reembolsada.

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Se autoriza y solicita a todos los apoderados, mediante la suscripción de la presente cesión, a insertar en esta cesión, cualquier información que sea necesaria para la inscripción del presente documento.

Firmado en Mölndal, Suecia

Fecha: 15 Diciembre 2016

Firma Ilegible

Nombre: Christian VON CORSWANT

Firma Ilegible

Nombre: CHRISTEN TANNERGREN

Firma Ilegible

Nombre: Johan HJÄRTSTAM

Atestiguado por:

Firma Ilegible

Nombre: Carola Lempke
Peppareds Leden I
431 83 Mölndal
Suecia

Atestiguado por:

Firma Ilegible

Nombre: Anethe Konseleus
Peppareds Leden I
431 83 Mölndal
Suecia

Se acepta la anterior cesión:

Firmado en: Cheshire, Reino Unido

Fecha: 16 de diciembre de 2016

Firma Ilegible

**Firmado por y a nombre de
ASTRAZENECA AB (PUBL)**

Nombre: Lucy PADGET

Cargo: Signatario Autorizado

Atestiguado por: Firma Ilegible

Nombre: J PENNINYTON

DIEGO VARGAS Z.
Diego Vargas Z.
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EL ANEXO

LA(S) SOLICITUD(ES) DE PATENTE					
Expediente AstraZeneca No.	Solicitud Ref.:	País	Tipo de Presentación	Solicitud No. y/o Título de Invención	Fecha de Presentación
200395-WO-PCT	A	Internacional	PCT	PCT/EP2016/080111	7 Diciembre 2016

La Solicitud de Patente con la referencia A reivindica prioridad de la siguiente Solicitud(es) Provisional de los Estados Unidos

Solicitud No.	Fecha de Presentación
62/264,792	8 de diciembre de 2015

FIN DE LA TRADUCCIÓN

Bogotá D.C., 8 de junio de 2018

Es traducción fiel y completa del documento original realizada por:

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Ministerio de Justicia de Colombia.


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