

Country: NORWAY

ASSIGNMENT

This Assignment Agreement effective 16 July, 2018 is entered into by and between;

- (1) NOVARTIS AG, a company incorporated in Switzerland and having its business address at Lichtstrasse 35, 4056 Basel, Switzerland and
- (2) NOVARTIS PHARMA AG, a company incorporated in Switzerland and having its business address at Lichtstrasse 35, 4056 Basel, Switzerland and
- (3) NOVARTIS INTERNATIONAL PHARMACEUTICAL AG, a company incorporated in Switzerland and having its business address at Lichtstrasse 35, 4056 Basel, Switzerland.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, NOVARTIS AG (hereinafter referred to as the "ASSIGNOR") does hereby assign, transfer and convey to NOVARTIS PHARMA AG and NOVARTIS INTERNATIONAL PHARMACEUTICAL AG as co-owners with equal interest, their successors, assigns and legal representatives (hereinafter referred to collectively as the "ASSIGNEES"), all of its rights, titles, interests and claims in, to and deriving from patent(s), supplementary protection certificate(s) and patent application(s) relating to Afinitor® and/or everolimus identified in the attached schedule ("Schedule"), for the country of Norway ("Country"), particularly

(1) the application(s), patent(s) and supplementary protection certificate(s) identified in the Schedule, and all Country applications claiming priority from such application(s) or patent(s), directly or indirectly;

(2) the right to file patent, utility model, or other applications on any invention or discovery disclosed in any of the application(s) and patent(s) identified in paragraph (1) in the Country, including the right to file such applications on said inventions and discoveries in the name of ASSIGNEES or their designees, or on behalf or in the name(s) of the inventor(s) of said inventions and discoveries, at ASSIGNEES' election and in accordance with applicable law; and the right to file all patent, utility model, or other applications in the Country claiming the priority of any of the patents or application(s) identified in paragraph (1);

(3) all rights to claim priority from any of the applications referred to in paragraphs (1) and (2), or from any application from which any of the applications referred to in paragraphs (1) and (2) claim priority, or from any other present or future application(s) relating to Afinitor® and/or everolimus;

(4) all patents, utility models, or other grants that issue from any of the applications referred to herein and all rights and remedies associated therewith including the right to sue for and recover past damages or any other law permitting remedies for infringement prior to issuance of the patent, and all rights to obtain supplementary protection certificate(s) on the basis of any patent(s) identified in paragraphs (1), and (2) or obtained on the basis of applications identified in this paragraph (4);

(5) all registrations and confirmations of, and importation certificates based upon, one or more of said patents, utility models, or other grants, and applications for such registrations, confirmations and importation certificates and;

(6) all reissues, renewals and extensions of said patents, utility models, 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 to the full ends of the terms for which said patents, utility models, 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 ASSIGNOR if this assignment, transfer and conveyance had not been made.

ASSIGNOR hereby covenant and agree that it will, at any time, (i) upon the request, but at the expense, of ASSIGNEES, execute and deliver all documents that may be necessary or desirable to perfect the transfer of the title to the foregoing inventions and discoveries, applications, patents, utility models, registrations, confirmations, importation certificates, reissues, renewals, extensions, reexamination certificates, supplementary protection certificates, applications and claims within the scope of (5) and (6), in ASSIGNEES, including the execution and procurement of all further documents evidencing this assignment, transfer and conveyance 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 execute all additional applications within the scope of paragraphs (1) through (4) and all applications within the scope of (5) or (6), 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.

ASSIGNEES hereby acknowledge and confirm that any license, immunity-from-suit, or encumbrance on title of any kind, of any patent(s) or application(s) referred to herein, and existing as of the date of this assignment, if any, remains in full force and effect according to its terms, and hereby becomes an obligation of the ASSIGNEES.

Should any provision of this Assignment be deemed invalid or unenforceable by reason of any law, statute, regulation or judgment, existing now or in the future in any jurisdiction, such provision shall be modified in such jurisdiction so as to nearly approximate the intent of the Parties. If this cannot be done, such invalid or unenforceable provision shall be divisible and be deleted in any such jurisdiction, and all other provisions shall remain in full force and effect. The modification or deletion of any provision in one jurisdiction shall have no effect on this Assignment in any other jurisdiction.

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This Assignment shall be governed by the laws of Norway, without regard to any conflict of laws principles or provisions that would result in the application of substantive laws of another jurisdiction.

EXECUTED this 12 day of JULY 2018
by **NOVARTIS AG**

Signature: 

Name: VINCA CAEDANS

Title: Authorized signatory

Date: 12 JULY 2018

Signature: 

Name: Yvonne Madawela
Authorized Signatory

Title: _____

Date: 12 JULY 2018

EXECUTED this 16 day of JULY 2018
by **NOVARTIS PHARMA AG**

Signature: 

Name: SIMONE POIRION-MALTON

Title: Authorized signatory

Date: 12 JULY 2018

Signature: 

Name: Carl King
Authorized Signatory

Title: _____

Date: 16 JULY 2018

EXECUTED this 10 day of JULY 2018
by **NOVARTIS INTERNATIONAL PHARMACEUTICAL AG**

Signature: 

Name: Ewan Nettleton
Authorized Signatory

Title: _____

Date: 10 JULY 2018

Signature: 

Name: Adam Carr
Authorized Signatory

Title: _____

Date: 10 JULY 2018

SCHEDULE

Country: NORWAY

Application No.	Filing Date	Grant Date	Publication / Patent / SPC No.	Status
19951312	24 Sep 1993	31 Jan 2000	NO 307063	Expired
SPC/NO 2004001	24 Mar 2004	30 Mar 2006	SPC/NO 2004001	Granted
20033651	18 Feb 2002	04 Mar 2013	NO 333105	Granted
20120451	18 Apr 2012	22 Sep 2014	NO 335134	Granted
SPC/NO 2015010	18 Mar 2015			Pending
20130045	09 Jan 2013	05 May 2014	NO 334646	Granted
20131544	19 Nov 2013	15 Jun 2015	NO 336208	Granted
20131545	19 Nov 2013	17 Aug 2015	NO 336428	Granted
20131546	19 Nov 2013	18 May 2015	NO 336110	Granted
20131547	19 Nov 2013	28 Sep 2015	NO 336581	Granted
20150831	24 Jun 2015	08 May 2017	NO 340553	Granted
20150895	08 Jul 2015	21 Nov 2016	NO 339240	Granted
20161348	24 Aug 2016	17 Jul 2017	NO 340924	Granted
20170803	16 May 2017			Pending
20082683	20 Nov 2006			Pending
20161045	22 Jun 2016	07 Aug 2017	NO 341023	Granted
20041270	27 Sep 2002	14 Oct 2013	NO 333892	Granted