

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307733

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Theravance, Inc.		06/01/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Theravance Biopharma R&D IP, LLC		
<b>Street Address:</b>	901 Gateway Boulevard		
<b>City:</b>	South San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94080		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86248968		
<b>Serial Number:</b>	75983463		
<b>Serial Number:</b>	77076847		
<b>Serial Number:</b>	85272541		
<b>Serial Number:</b>	85229623	MEDICINES THAT MAKE A DIFFERENCE	
<b>Serial Number:</b>	86153175	MEDICINES THAT MAKE A DIFFERENCE	
<b>Serial Number:</b>	86248947	THERAVANCE	
<b>Serial Number:</b>	76976250	THERAVANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124808421		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-574-1200		
<b>Email:</b>	trademarks@sewkis.com		
<b>Correspondent Name:</b>	Beth H. Alter/Seward & Kissel LLP		
<b>Address Line 1:</b>	One Battery Park Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>NAME OF SUBMITTER:</b>	Beth H. Alter		
<b>SIGNATURE:</b>	/Beth H. Alter/		
<b>DATE SIGNED:</b>	06/16/2014		

CH \$215.00 86248968

**Total Attachments: 7**

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## Trademark Assignment

WHEREAS, **Theravance, Inc.**, a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 951 Gateway Boulevard, South San Francisco, California 94080 (the "**Assignor**"), is the sole owner of the trademark registrations and applications listed in **EXHIBIT A** (collectively the "**Assigned Marks**");

WHEREAS, **Theravance Biopharma R&D IP, LLC**, a limited liability company duly organized under and pursuant to the laws of Delaware and having its principal place of business at 901 Gateway Boulevard, South San Francisco, California 94080 (the "**Assignee**"), is desirous of acquiring Assignor's entire right, title and interest in and to the Assigned Marks and Assignor is willing to assign its rights, title, and interest with respect thereto to the Assignee on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of One US Dollar (\$1.00), the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer, set over and relinquishes exclusively unto the Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the Assigned Marks including the absolute entitlement to any registered trademarks granted pursuant to any of the applications comprised in the Assigned Marks; all statutory and common law rights attaching to the Assigned Marks, together with the goodwill in the Assigned Marks; the entire copyright and all other rights in the nature of copyright subsisting in the Assigned Marks; the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off or unfair competition) arising from ownership, of any of the Assigned Marks whether occurring before, on or after the date of this assignment; the same to be held and enjoyed by the Assignee, for its own use and behalf and for the use and behalf of its successors, legal representatives and assigns, for the full term of the Assigned Marks, including any renewals, reversions, extensions or revivals, as fully and entirely as if the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

AND to the extent legally permissible, the Assignor hereby waives, and shall use its reasonable endeavors to procure that any relevant third party waives, in favor of the Assignee, all moral rights the Assignor or such third party has or may have under the Copyright Designs and Patent Act 1988 or otherwise in the Assigned Marks, now or at any time in the future.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that the Assignor has not executed and will not execute any assignment, sale, agreement or encumbrance in conflict with this assignment; and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that, at the Assignee's expense and reasonable request, the Assignor will take action and execute documents necessary to perfect the interest assigned herein.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives and assigns that whenever counsel for the Assignee, or the counsel for its successors, legal representatives and assigns, shall advise that any proceeding, filing or other legal action in connection with the Assigned Marks is lawful and desirable, Assignor will, to the extent reasonable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Assigned Marks and any trademark registrations resulting therefrom, without charge to the Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

AND the Assignor hereby requests the United States Patent and Trademark Office, the Office for Harmonization in the Internal Market, the United Kingdom Intellectual Property Office and all other trademark offices, to issue any and all trademark registrations resulting from any trademark applications comprised in the Assigned Marks to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives and assigns.

This assignment and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of California. The parties irrevocably agree that the courts of California shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this assignment or its subject matter or formation (including non-contractual disputes or claims).

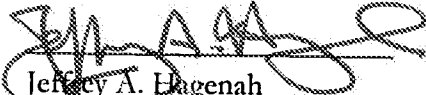
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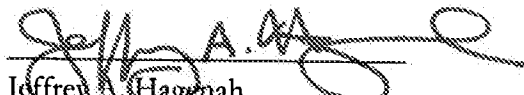
IN WITNESS WHEREOF, the parties hereby have executed this assignment on this 1st day of June, 2014, at South San Francisco, California, USA.

**Theravance, Inc.**

**Theravance Biopharma R&D IP, LLC**

By: Theravance Biopharma R&D, Inc., as Manager

  
Jeffrey A. Hagenah  
Vice President &  
Chief Patent Counsel

  
Jeffrey A. Hagenah  
Vice President Legal, Secretary  
& Chief Patent Counsel

**CERTIFICATE OF  
ACKNOWLEDGEMENT OF NOTARY PUBLIC**

**STATE OF CALIFORNIA  
COUNTY OF SAN MATEO**

On June 1, 2014, before me, Maria Chuakay, Notary Public, personally appeared Jeffrey A. Hagenah, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

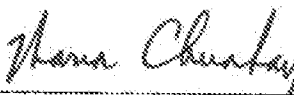
Signature  (Seal)  
Notary Public



EXHIBIT A

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes	Status
Canada	Cross/Star device (in black & white)	1191072	17/09/2003			05 Int.	Published
European Community	Cross/Star device (in black & white)	001799386	03/08/2000	001799386	01/10/2001	05 Int.	Registered
Japan	Cross/Star device (in black & white)	2000-084601	01/08/2000	4455661	23/02/2001	05 Int.	Registered
Mexico	Cross/Star device (in black & white)	1117129	03/09/2010	1183653	12/10/2010	05 Int.	Registered
United States of America	Cross/Star device (in black & white)	86/248,968	10/04/2014			05 Int.	Pending
United States of America	Cross/Star device (in black & white)	75983463	04/02/2000	2840565	11/05/2004	05 Int.	Registered
European Community	Cross/Star device (in color)	003370764	22/09/2003	003370764	27/07/2005	05 Int.	Registered
Japan	Cross/Star device (in color)	2003-082126	22/09/2003	4782182	25/06/2004	05 Int.	Registered
United States of America	Cross/Star device (in color)	77076847	05/01/2007	3957997	10/05/2011	05 Int.	Registered
United States of America	Cross/Star device (in color)	85272541	21/03/2011			05 Int.	Published
Canada	MEDICINES THAT MAKE A DIFFERENCE	1,148,263	02/08/2002	TMA728,324	13/11/2008	05 Int.	Registered
South Africa	MEDICINES THAT MAKE A DIFFERENCE	2002/11399	01/08/2002	2002/11399	01/08/2002	05 Int.	Registered
United States of America	MEDICINES THAT MAKE A DIFFERENCE	85013866	14/04/2010			05 Int.	Published

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes	Status
United States of America	MEDICINES THAT MAKE A DIFFERENCE	85229623	30/01/2011	4015826	23/08/2011	05 Int.	Registered
United States of America	MEDICINES THAT MAKE A DIFFERENCE	86153175	27/12/2013			05 Int.	Published
African Union Territories (OAPI)	THERAVANCE	3200103457	15/10/2001	45351	08/03/2002	05 Int.	Registered
Argentina	THERAVANCE	3228770	27/02/2013			05 Int.	Opposed
Australia	THERAVANCE	891409	09/10/2001	891409	09/05/2002	05 Int.	Registered
Brazil	THERAVANCE	824109678	17/10/2001	824109678	03/07/2007	05 Int.	Registered
Canada	THERAVANCE	1,118,347	12/10/2001	TMA717,603	27/06/2008	05 Int.	Registered
Chile	THERAVANCE	546.769	22/10/2001	972.469	24/06/2002	05 Int.	Registered
China (People's Republic)	THERAVANCE	3002299	23/10/2001	3002299	14/12/2002	05 Int.	Registered
Colombia	THERAVANCE	01088906	16/10/2001	258864	06/11/2002	05 Int.	Registered
Ecuador	THERAVANCE	118135	12/10/2001	18125-2	25/07/2002	05 Int.	Registered
European Community	THERAVANCE	002402964	05/10/2001	002402964	27/02/2003	05 Int.	Registered
Iceland	THERAVANCE	3127/2001	08/10/2001	1150/2001	03/12/2001	05 Int.	Registered
India	THERAVANCE	1050328	08/10/2001			05 Int.	Published
Israel	THERAVANCE	152497	07/10/2001	152497	02/01/2003	05 Int.	Registered
Korea, Republic of	THERAVANCE	2001-43897	06/10/2001	0561603	04/10/2003	05 Int.	Registered
Liechtenstein	THERAVANCE		22/10/2001	12312	09/01/2002	05 Int.	Registered
Malaysia	THERAVANCE	2001-13476	11/10/2001	01013476	23/04/2001	05 Int.	Registered

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes	Status
Mexico	THERAVANCE	512327	17/10/2001	734767	26/02/2002	05 Int.	Registered
Mexico	THERAVANCE	1243379	23/01/2012	1294552	28/06/2012	05 Int.	Registered
Monaco	THERAVANCE	PV 23145	18/10/2001	R 22839	18/10/2001	05 Int.	Registered
New Zealand	THERAVANCE	646817	08/10/2001	646817	11/04/2002	05 Int.	Registered
Norway	THERAVANCE	2001 12056	08/10/2001	215577	29/08/2002	05 Int.	Registered
Peru	THERAVANCE	136351	15/10/2001	78009	25/01/2002	05 Int.	Registered
Philippines	THERAVANCE	4-2011-009257	05/08/2011	4-2011-009257	16/02/2012	05 Int.	Registered
Russian Federation	THERAVANCE	2001730816	09/10/2001	250829	07/07/2003	05 Int.	Registered
Singapore	THERAVANCE	T01/15878H	10/10/2001	T01/15878H	23/04/2001	05 Int.	Registered
South Africa	THERAVANCE	2001/17775	11/10/2001	2001/17775	23/04/2001	05 Int.	Registered
Switzerland	THERAVANCE	9759/2001	08/10/2001	495555	12/03/2002	05 Int.	Registered
Taiwan	THERAVANCE	90041031	04/10/2001	1003835	01/07/2002	05 Int.	Registered
Thailand	THERAVANCE	468381	08/10/2001	Kor177743	08/10/2001	05 Int.	Registered
Turkey	THERAVANCE	95719	09/10/2001	2001 20465	09/09/2002	05 Int.	Registered
United States of America	THERAVANCE	86/248,947	10/04/2014			05 Int.	Pending
United States of America	THERAVANCE	76976250	23/04/2001	2835313	20/04/2004	05 Int.	Registered
Venezuela	THERAVANCE	18851-2001	19/10/2001	P245945	22/08/2003	05 Int.	Registered
Mexico	THERAVANCE & Cross/Star Device	924300	02/04/2008	1065031	01/10/2008	05 Int.	Registered
Australia	THERAVANCE - MEDICINES THAT MAKE	981993	12/12/2003	981993	24/08/2004	05 Int.	Registered



Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes	Status
	A DIFFERENCE						
New Zealand	THERAVANCE - MEDICINES THAT MAKE A DIFFERENCE	661946	01/08/2002	661946	22/02/2002	05 Int.	Registered
European Community	THERAVANCE MEDICINES THAT MAKE A DIFFERENCE	004320214	03/03/2005	004320214	06/03/2006	05 Int.	Registered
Australia	THERAVANCE SUPERIOR BY DESIGN	1125811	25/07/2006	1125811		05 Int.	Registered
European Community	THERAVANCE SUPERIOR BY DESIGN	005217617	24/07/2006	005217617	23/05/2007	05 Int.	Registered
Japan	THERAVANCE SUPERIOR BY DESIGN	2006-069230	25/07/2006	5026569	16/02/2007	05 Int.	Registered
Mexico	THERAVANCE SUPERIOR BY DESIGN	797113	28/07/2006	967830	15/12/2006	05 Int.	Registered

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