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Form PTO-1595  
RECORDATION FORM COVER SHEET PATENTS ONLY

102790603

Attorney Docket No. 020220-00000

Date: July 9, 2004



To the Assistant Commissioner of Patents  
Please record the attached original documents or copy thereof

1. Name of conveying party(ies)

SCYNEXIS  
P.O. Box 12878  
Research Triangle Park  
North Carolina 27709  
U.S.A.

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Nicox S.A.

Address: Gaia II, 2 455 Route des Dolines  
BP313 06 906 Sophia Antipolis  
Cedex, FRANCE

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment (Transfer of Rights) ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: July 8, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)  
6,696,592

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Arent Fox Kintner Plotkin & Kahn PLLC  
Street Address: 1050 Connecticut Avenue, N.W., Suite 400  
Washington, D.C. 20036-5339

6. Total number of applications and patents involved: One

7. Total fee (37 CFR 3.41)..... \$ 40.00

- ☒ Included in attached check # 407747  
☒ Any additional fees are authorized to be charged to deposit account

8. Deposit account number: 01-2300  
(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard J. Berman

Name of Person Signing  
Reg. No. 39,107

July 9, 2004

Date

Total number of pages including cover sheet, attachments, and document: 2

PATENT  
REEL: 015541 FRAME: 0775

# ASSIGNMENT

THIS ASSIGNMENT, by SCYNEXIS, Inc. ("Scynexis"), a Delaware Corporation, U.S.A. (hereinafter referred to as "the Assignor"), with its principal place of business as P.O. Box 12878, Research Triangle Park, North Carolina 27709, U.S.A., witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements in the application for Letters Patent of the United States, entitled:

"Methods of Making 21-[4'-(Nitrooxyalkyl)Benzoate] Corticosteroid Derivatives and Intermediates Useful in the Synthesis Thereof", which is a non-provisional application bearing Application No. 10/152,433 filed on May 21, 2002, claiming priority to a provisional application bearing Application No. 60/292,792 filed on May 22, 2001. A corresponding Patent Cooperation Treaty application was also filed on May 21, 2002, claiming priority to the foregoing application bearing Application No. PCT/US02/16107.

WHEREAS, NicOx S. A., a corporation duly organized under and pursuant to the laws of France, and having its principal place of business at Gaïa II, 2 455 Route des Dolines, BP313 06 906 Sophia Antipolis, Cedex, FRANCE, (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of Thirty Three Thousand, Five Hundred Ninety Nine dollars, 53/100 (\$33,599.53) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

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 time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, 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 the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, 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 Letters Patent or Patents for said inventions, without charge to the Assignee, 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 Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Signature of Assignor: \_\_\_\_\_



Brian Schwab

General Counsel and Chief Licensing Officer for SCYNEXIS, Inc.