

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TAKEDA PHARMACEUTICAL COMPANY LIMITED	07/16/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TOBIRA THERAPEUTICS, INC.
<b>Street Address:</b>	214 CARNEGIE CENTER, SUITE 306
<b>City:</b>	PRINCETON
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08540
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6562978
Patent Number:	7371772
Application Number:	12119355
<b>CORRESPONDENCE DATA</b>	
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<b>Address Line 1:</b>	1100 NEW YORK AVENUE, N.W.
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<b>NAME OF SUBMITTER:</b>	Matthew J. DOWD
<b>Total Attachments: 3</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

OP \$120.00 6562978

## ASSIGNMENT

WHEREAS, **Takeda Pharmaceutical Company Limited**, a corporation organized and existing under the laws of Japan and having an office and place of business at 1-1, Doshomachi 4-chome, Chuo-ku, Osaka 540-8645 (hereafter referred to as the "Assignor"), and **Tobira Therapeutics, Inc.**, a corporation formed under the laws of Delaware, having an office and place of business at 214 Carnegie Center, Suite 306, Princeton, New Jersey 08540, (hereafter referred to as the "Assignee"), have entered into a license agreement, titled "License Agreement by and between Takeda Pharmaceutical Company Limited and Tobira Therapeutics, Inc." (hereafter referred to as "License Agreement"), duly executed on the 1<sup>st</sup> day of August, 2007;

AND WHEREAS, Assignor and Assignee desire to perfect the assignment of intellectual property rights defined as "Assigned Patents" as set forth in the Article 3 of the License Agreement;

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells and assigns to Assignee its entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

(a) in each of the Patents and Patent Applications that are described in detail in Schedule A, annexed hereto and made a part hereof, and

(b) in any and all future applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A, including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions within the scope of the claims of each of the Patents and Patent Applications that are described in detail on Schedule A;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any future non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any future non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

This Assignment shall be governed by and interpreted in accordance with the laws of the State of New York, without reference to its conflict of law provisions.

The Assignor hereby grants the patent practitioners associated with **CUSTOMER NUMBER 26111** the power to insert in this assignment, including the attached Schedule A, any further information regarding the patents and patent applications so identified in such Schedule A that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

SIGNED on behalf of the said ASSIGNOR,

By: Yoichi Okumura  
Name: Yoichi Okumura  
Title: General Manager  
Intellectual Property Department  
Date: July 16, 2008

Accepted on behalf of said ASSIGNEE,

By: James Kapirstein  
Name: James Kapirstein  
Title: CEO + President - Toshiba  
Date: July 22, 2008

## Schedule A Applications and Patents

Application No./ Patent No.	Country	Filing Date/ Grant Date	Title
03814136	Japan	6/9/2006	Cyclic Amine Compounds as CCR5 Antagonists
6,562,978	U.S.A.	5/13/2003	Cyclic Amine Compounds as CCR5 Antagonists
00962967.6	Europe	9/29/2000	Cyclic Amine Compounds as CCR5 Antagonists
2,385,938	Canada	9/29/2000	Cyclic Amine Compounds as CCR5 Antagonists
PI0014428-2	Brazil	9/29/2000	Cyclic Amine Compounds as CCR5 Antagonists
2,108,422.9	Hong Kong	9/29/2000	Cyclic Amine Compounds as CCR5 Antagonists
PI20004584	Malaysia	9/29/2000	Cyclic Amine Compounds as CCR5 Antagonists
P356034	Poland	9/29/2000	Cyclic Amine Compounds as CCR5 Antagonists
2002-229532	Japan	8/7/2002	Bicyclic Compound, Production and Use Thereof
7,371,772	U.S.A.	5/13/2008	Bicyclic Compound, Production and Use Thereof
12/119,355	U.S.A.	5/12/2008	Bicyclic Compound, Production and Use Thereof
02762751.2	Europe	8/7/2002	Bicyclic Compound, Production and Use Thereof
2,459,172	Canada	8/7/2002	Bicyclic Compound, Production and Use Thereof

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