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U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET	
PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.	
Name of conveying party(ies) Hong Kong University of Science and Technology	2. Name and address of receiving party(ies) Name: Virginia Tech Intellectual Properties, Inc.
	Internal Address:
Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance/Execution Date(s):	Street Address: 2200 Kraft Drive, Suite1050
Execution Date(s) November 26, 2008	City: Blacksburg
☐ Assignment ☐ Merger	
☐ Security Agreement ☐ Change of Name	State: VA Zip: 24060
Joint Research Agreement	
Government Interest Assignment	Country: U.S.A.
Executive Order 9424, Confirmatory License	
Other Quit Claim Assignment	Additional name(s) & address(es) attached?
A. Patent Application No.(s)	B. Patent No.(s)
	6,700,018 and 6,914,080
Additional numbers attached? Yes No	
5. Name and address to whom correspondence	6. Total number of applications and 2
concerning document should be mailed:	patents involved: 7
Customer No.: 27557	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00
Blank Rome LLP 600 New Hampshire Avenue, N.W.	☐ Enclosed
Washington, D.C. 20037	
Phone: 202-772-5800	None required (government interest not affecting title)
Fax: 202-572-8398	
Attorney Docket No.: 124617.00248	8 Deposit account number: 23-2185
	(Attach duplicate copy of this page if paying by deposit account)
9. Signature:	December 17, 2008
Signature	Date
Michael C. Greenbaum	Total number of pages including cover 7
Name of Person Signing	Sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

PATENT REEL: 021998 FRAME: 0147

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QUIT CLAIM ASSIGNMENT

THIS QUIT CLAIM ASSIGNMENT (the "Assignment") is made as of 26 Novella 2008 by and between Hong Kong University of Science and Technology, an educational institution organized under the laws of the Special Administrative Region of Hong Kong having its principal place of business at Clear Water Bay, Kowloon, Hong Kong ("Assignor"), and Virginia Tech Intellectual Properties, Inc., a non-stock corporation organized under the laws of the Commonwealth of Virginia and having a principal place of business at 2200 Kraft Drive, Suite 1050, Blacksburg, Virginia, 24060 ("Assignee").

WITNESSETH:

12/17/2008

WHEREAS, Assignee desires to acquire the entire right, title and interest that Assignor may have, if any such right, title and interest resides with Assignor, to the inventions claimed in United States Letters Patent Nos. 6,700,018 and 6,914,080, entitled "Amine Compound For Inhibiting Neurotransmitter Reuptake," including without limitation any rights Assignor may have obtained from its employees.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, including without limitation certain rights set forth in that certain separate written agreement between the Assignor and the Assignee (the "Agreement") pursuant to which Assignor is entitled to certain compensation under certain circumstances, as set forth therein, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, transfer and set over, unto the Assignee any and all right, title and interest it has, if any, in and to (i) the United States Letters Patent Nos. 6,700,018 and 6,914,080, and the inventions set forth therein, including without limitation, any and all reissues,

REEL: 021998 FRAME: 0148

reexaminations and extensions thereof (the "U.S. Patents") (and any equivalents of any of the foregoing in all countries in the world (the "Non-U.S. Patents")); (ii) patents and other intellectual property, including pending or future patent applications, including without limitation any and all divisional, continuation and continuation-in-part applications, in each case that claim directly or indirectly, the benefit of or priority to, have equivalent claims to, or are based on, the U.S. Patents or the Non-U.S. Patents, and any patents that may be granted to or on any of the foregoing applications, and any reissues, reexaminations and extensions of such patents, including without limitation any supplementary protection certificates (and any equivalents of any of the foregoing in all countries in the world); and (iii) all rights under the International Convention for the Protection of Industrial Property with respect to any of the foregoing (hereinafter (i), (ii) and (iii) are collectively referred to as the "Patents" and the inventions claimed in the Patents are collectively referred to as the "Inventions"), including without limitation all rights of action, powers and benefits arising from ownership of the Inventions and the Patents, including without limitation (A) the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Assignment, and (B) the right to all proceeds from the Patents and all rights to sue for past, present and future infringements of the Patents in any jurisdiction. All right, title and interest assigned herein shall 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 the 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 that, upon request of the Assignee, the Assignor shall execute and deliver any further documents, take all lawful oaths, and take any further actions necessary or required to effect the assignment set forth herein and otherwise aid in securing and maintaining patent protection for the Inventions and the Patents throughout the world, and to enable the Assignee to enjoy the full benefit of the Inventions and the Patents, and to secure the vesting in the Assignee of all of the Assignor's right, title and interest in and to the Inventions and the Patents, including without limitation to secure the benefits of the rights hereby assigned, 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 Assignor hereby requests the Commissioner of Patent and Trademarks to issue the Patents to the Assignee, as the Assignee of the Patents, for the sole use and behalf of the Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the firm of BLANK ROME COMISKY & McCAULEY LLP the power to insert on this Assignment any further identification which 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.

AND Assignor hereby authorizes the United States Commissioner of Patents and Trademarks, and as appropriate, the corresponding officials of other countries, to record this Assignment.

AND Assignor hereby warrants, represents and undertakes that:

(a) Assignor has neither by act nor omission caused or permitted anything which may cause any of the Patents to lapse prematurely;



12/17/2008

16:05

- (b) Assignor has not granted any licenses (or other similar rights, including without limitation any right to an assignment or license under any option or other agreement) under any of the Patents or the Inventions anywhere in the world, nor suffered any of the Patents or the Inventions to be the subject of any charge, mortgage, lien or other encumbrance;
- (c) the rights herein assigned by the Assignor to the Assignee include without limitation any rights that have been or may be assigned to the Assignor by any of its employees with regard to the Patents and the Inventions;
- (d) it (i) has not been and is not currently a party to any agreement or understanding, whether oral or written, which would in any manner be inconsistent with the assignment or rights provided for in this Assignment and (ii) has all necessary power and authority to convey its entire right, title and interest in and to the Inventions and the Patents;
- (e) subsequent to the execution of this Assignment, it shall not enter into any agreement or understanding, oral or written, nor engage in any activity, which would in any manner be inconsistent with the provisions of this Assignment;
- (f) it is not aware of (i) any infringement of the Patents by any third parties, (ii) any claim or allegation by a third party that any of the Patents are invalid or unenforceable, or (iii) any basis for such a claim or allegation;
- (g) it is not aware of (i) any owners of the Inventions and the Patents, other than the Assignor (if applicable), Virginia Tech Intellectual Properties, Inc., and the Mayo Foundation for Medical Education and Research, (ii) any claim of ownership or inventorship with respect to the Inventions or the Patents by any person or entity other than the Assignor (if applicable), Virginia Tech Intellectual Properties, Inc., and the Mayo Foundation for Medical Education and Research,

or (iii) any dispute regarding such ownership or inventorship; and

(h) as of the date of execution hereof, it has good and full right and lawful authority to enter into this Assignment and perform its obligations hereunder in the manner herein set forth and is duly authorized to do the same.

AND this Assignment shall be governed by and construed in accordance with the laws of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

The Parties agree to exclude the application to this Assignment of the United Nations Convention on Contracts for the International Sale of Goods.

AND any licensee under the Patents shall be a third party beneficiary of this Assignment, with the right to enforce its provisions.

AND this Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

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IN WITNESS whereof this Assignment is executed by the parties on the date and year first written above.

FOR THE ASSIGNOR

16:05

Executed by:

Signature:



HKID . P645115 (6)

On this 26 day of November 2008, personally before me came Anthony Richard known to me to be the person who signed the annexed Assignment, and

being duly sworn, acknowledged that he executed the same.

FOR THE ASSIGNEE

ROBIN MILES BRIDGE Notary Public, Hong Kong SAR People's Republic of China

7/0000 -

Executed by: Marks. Chuznice House Street, Hong Kong

Signature: MULC. Colum

On this 5th day of December 2008, personally before me came

Mark 5. Coburn, known to me to be the person who signed the annexed Assignment, and

being duly sworn, acknowledged that he executed the same.

NOTARY PUBLIC

My Commission Expires: July 31, 2011

NAOMI LEWIS Notary Public Commonwealth of Virginia 7126549

Commission Expires Jul 31, 2011

RECORDED: 12/17/2008

PATENT REEL: 021998 FRAME: 0153