### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Gregory J. Pacofsky	10/16/2009
Brian H. Heasley	10/16/2009
Ahmed Mamai	12/14/2009
Kingsley Nelson	10/16/2009

#### RECEIVING PARTY DATA

Name:	Scynexis, Inc.
Street Address:	P.O. Box 12878
City:	Research Triangle Park
State/Country:	NORTH CAROLINA
Postal Code:	27709-2878

# PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	12461318	

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ATTORNEY DOCKET NUMBER: 015332.2484-US02

NAME OF SUBMITTER: Andrea Reister

Total Attachments: 4 source=Scynexis#page1.tif

PATENT REEL: 023748 FRAME: 0338 12461318

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> PATENT REEL: 023748 FRAME: 0339

### ASSIGNMENT BY INVENTORS

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THIS ASSIGNMENT, made by Gregory J. Pacofsky; Brian H. Heasley; Ahmed Mamai; and Kingsley Nelson (hereinafter referred to as Assignors), residing at 510 Polk Street, Raleigh, North Carolina 27604; 7921 Fairlake Drive, Wake Forest, North Carolina 27587; 7728 Jackson Dane Drive, Raleigh, North Carolina 27613; and 410 Redwood Court, Mebane, North Carolina 27302, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in ANTIFUNGAL AGENTS, set forth in a Patent application for Letters Patent of the United States, already filed on August 7, 2009 as U.S. Application No. 12/461,318; and

WHEREAS, Scynexis, Inc., a Corporation, respectively organized under and pursuant to the laws of North Carolina, respectively having its principal place of business at P.O. Box 12878, Research Triangle Park, North Carolina 27709-2878, (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignees, their successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignees, for their own use and benefit and the use and benefit of their successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

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AND for the same consideration, Assignors hereby represent and warrant to Assignees, their successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignees under law or that have already been transferred to Assignees, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignees, their successors, legal representatives and assigns, that Assignors will 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 any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignees, their successors, legal representatives and assigns, whenever counsel of Assignees, or counsel of their successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignees, as Assignees of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignees, their successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals 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:

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## **COVINGTON & BURLING LLP**

All practitioners at Customer Number 26853

AND Assignors acknowledge an obligation of assignment of this invention to Assignees at the time the invention was made.

Douglas James Green
Barrister & Solicitor
Hotary Public & Commissioner for Qaths, etc.
Profinee of Potario.

Wy commission is of unlimited duration.

Date

Ahmed Mamai

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## INDIVIDUAL ACKNOWLEDGMENT

**RECORDED: 01/07/2010** 

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State/Commonwealth of North CA  County of Durham	**************************************
On this the ILF day of OCTOP  May Day Day Day A HUNA  Name of Notary Public Public, personally appeared GREGORY TO BRIAN H, NEASLEY	Name(s) of Signer(s)  Name(s) of Signer(s)  ✓ Control of Signer(s)  ✓ Control of Signer(s)  ✓ Control of Signer(s)  ✓ Control of Signer(s)
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	WITNESS my hand and official seal.  Unguna Aluntu Signature of Notary Public UIRGINIA ALUNTEL Other Required Information (Printed Name of Notary, Residence, etc.)
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