

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACTIVX BIOSCIENCES, INC.	06/02/2010
RECEIVING PARTY DATA	
Name:	KYORIN PHARMACEUTICAL CO., LTD.
Street Address:	5, Kanda Surugadai 2-chome,
Internal Address:	Chioda-ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	101-8311
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12678120
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ATTORNEY DOCKET NUMBER:	099542-999007
NAME OF SUBMITTER:	Sandra Genua
Total Attachments: 2 source=ActivX to Kyorin Assignment Spirocyclic GSK3#page1.tif source=ActivX to Kyorin Assignment Spirocyclic GSK3#page2.tif	

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REEL: 024945 FRAME: 0275

ASSIGNMENT

WHEREAS, ACTIVX BIOSCIENCES, INC., ASSIGNOR, a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 11025 North Torrey Pines Road, Suite 120, La Jolla, CA 92037, is the owner of rights, title and interest in the invention titled **SPIROCYCLIC AMINOQUINOLONES AS GSK-3 INHIBITORS** for which an application for a Patent of the United States

- ☒ which is identified by Jones Day docket no. 011267-0007-999
- ☒ which was filed on March 12, 2010, Application No. 12/678,120

KYORIN PHARMACEUTICAL CO., LTD., organized and existing under the laws of the state of Japan, and having an office for the transaction of business at 5, Kanda Surugadai 2-chome, Chiyoda-ku, Tokyo, 101-8311 JAPAN, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, its entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND ACTIVX BIOSCIENCES, INC. HEREBY authorizes and requests the Commissioner for Patents and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ACTIVX BIOSCIENCES, INC. HEREBY covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ACTIVX BIOSCIENCES, INC. HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN WITNESS WHEREOF, the undersigned Officer of ACTIVX BIOSCIENCES, INC. has affixed his signature.

John W. Koenig
 Name President
 Title

John W. Koenig
 Signature 2 Jun 10
 Date

STATE OF CALIFORNIA)

COUNTY OF)

On 6/2/10, 2010 before me, Reida Nelson Notary Public, personally appeared ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 Reida Nelson (Seal)

