

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
iPierian, Inc.	01/27/2011

**RECEIVING PARTY DATA**

Name:	Kyoto University
Street Address:	36-1, Yoshida-honmachi
Internal Address:	Sakyo-ku, Kyoto
City:	Kyoto
State/Country:	JAPAN
Postal Code:	606-8501

**PROPERTY NUMBERS Total: 11**

Property Type	Number
Application Number:	12663840
Application Number:	12157967
Application Number:	12465633
Application Number:	12484152
Application Number:	12484163
Application Number:	12709379
Application Number:	12564836
Application Number:	12580216
Application Number:	12685569
Application Number:	61040646
Application Number:	61061594

**CORRESPONDENCE DATA**

Fax Number: (949)760-9502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**CH \$440.00 12663840**

Phone: 9497600404  
Email: efilng@kmob.com  
Correspondent Name: Daniel E. Altman  
Address Line 1: 2040 Main Street, 14th Floor  
Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:

AOY2.000GEN

NAME OF SUBMITTER:

Daniel E. Altman

**Total Attachments: 20**

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SIGNATURE COPY

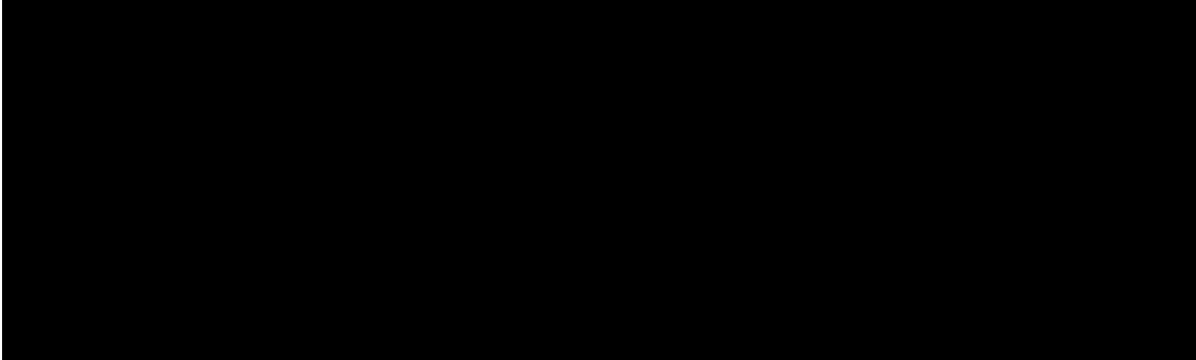
**ASSIGNMENT AGREEMENT**

This ASSIGNMENT AGREEMENT (“**Agreement**”) is made effective as of the 27<sup>th</sup> day of January, 2011 (“**Effective Date**”), by and between **iPierian, Inc.** (“**Assignor**”), a Delaware corporation, located at 951 Gateway Blvd., South San Francisco, CA 94080, United States of America, and Kyoto University (“**Assignee**”), a Japanese national university corporation, located at 36-1, Yoshida-honmachi, Sakyo-ku, Kyoto, Kyoto 606-8501, Japan. Hereinafter, “**Parties**” shall mean iPierian and Kyoto together, and “**Party**” shall mean either Assignor or Assignee, as the context requires.

**BACKGROUND**

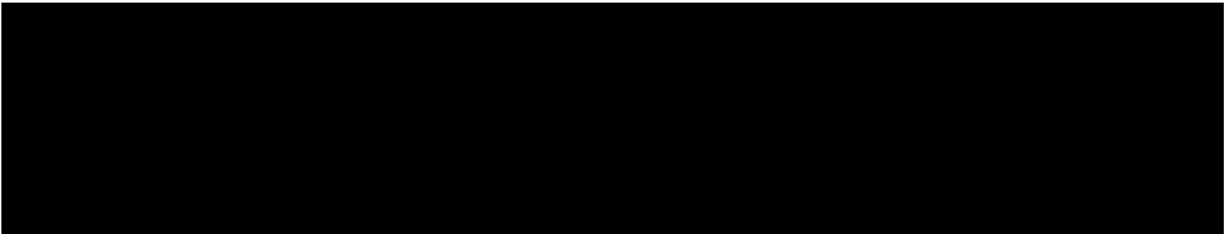
WHEREAS, Assignee owns certain patent rights relating to iPSCs;

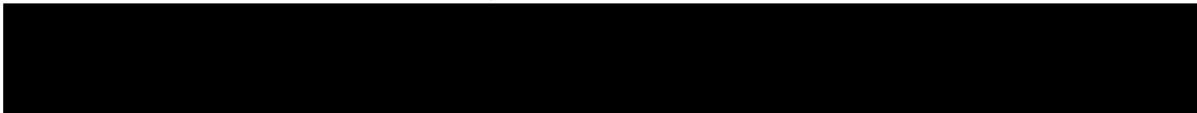
WHEREAS, Assignor owns certain patent rights relating to iPSCs pursuant to an “Assignment Agreement” dated February 7, 2008 between Bayer Schering Pharma AG (“**Bayer**”) and iZumi Bio, Inc. (“**iZumi**”), Assignor’s predecessor-in-interest (the “**Bayer Agreement**,” attached as Exhibit A hereto);



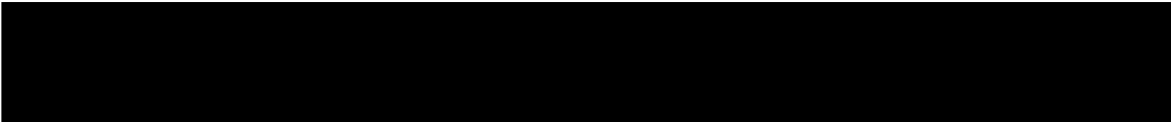
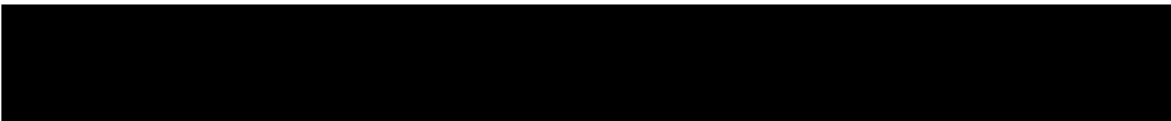
Now, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1  
DEFINITIONS**





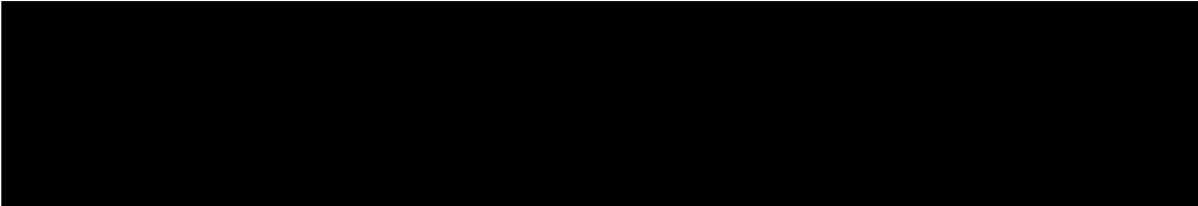
1.2 “Assigned Patents” means (a) the Patents set forth on Exhibit B, (b) any and all divisions, continuations, continuations-in-part, reissues, confirmations, re-examinations, extensions, substitutes, supplementary protection certificates and the like, of the Patents set forth on Exhibit B; (c) any Patents issuing from any of the foregoing, including without limitation the Patents set forth on Exhibit B; (d) any Patents claiming priority to JP2007-159382, provided that such Patents are not listed in the World Intellectual Property Organization (WIPO) database as of the Effective Date and (e) any foreign or international Patents in the Territory, corresponding to any of the foregoing.



1.5 “Patent” means any and all (a) patents, patent applications, utility models and utility model applications and any patents and utility models issuing from such patent or utility model applications, (b) divisions, continuations, continuations-in-part, reissues, confirmations, re-examinations, extensions, substitutes, supplementary protection certificates and the like corresponding to any of the foregoing patents, patent applications, utility models or utility model applications and any provisional applications and any patents or utility models issuing from any of the foregoing, and (c) foreign or international patents, patent applications, utility models or utility model applications corresponding to any of the foregoing and any patents or utility models issuing from such foreign or international patent or utility model applications.

## ARTICLE 2 ASSIGNMENT

2.1 Assignor hereby assigns to Assignee, as of the Effective Date, any and all of Assignor’s rights and obligations under the Bayer Agreement, including without limitation the Assigned Patents; and Assignee hereby accepts such assignment and agrees to assume all of the rights and obligations of Assignor under the Bayer Agreement (including without limitation the obligations set forth in Articles 3.1, 3.3, 3.4, 3.5 and 8.7 of the Bayer Agreement) as a party thereto. For the avoidance of doubt, this assignment expressly includes the right of Assignee to undertake legal action in its own name to enforce any of the Assigned Patents.

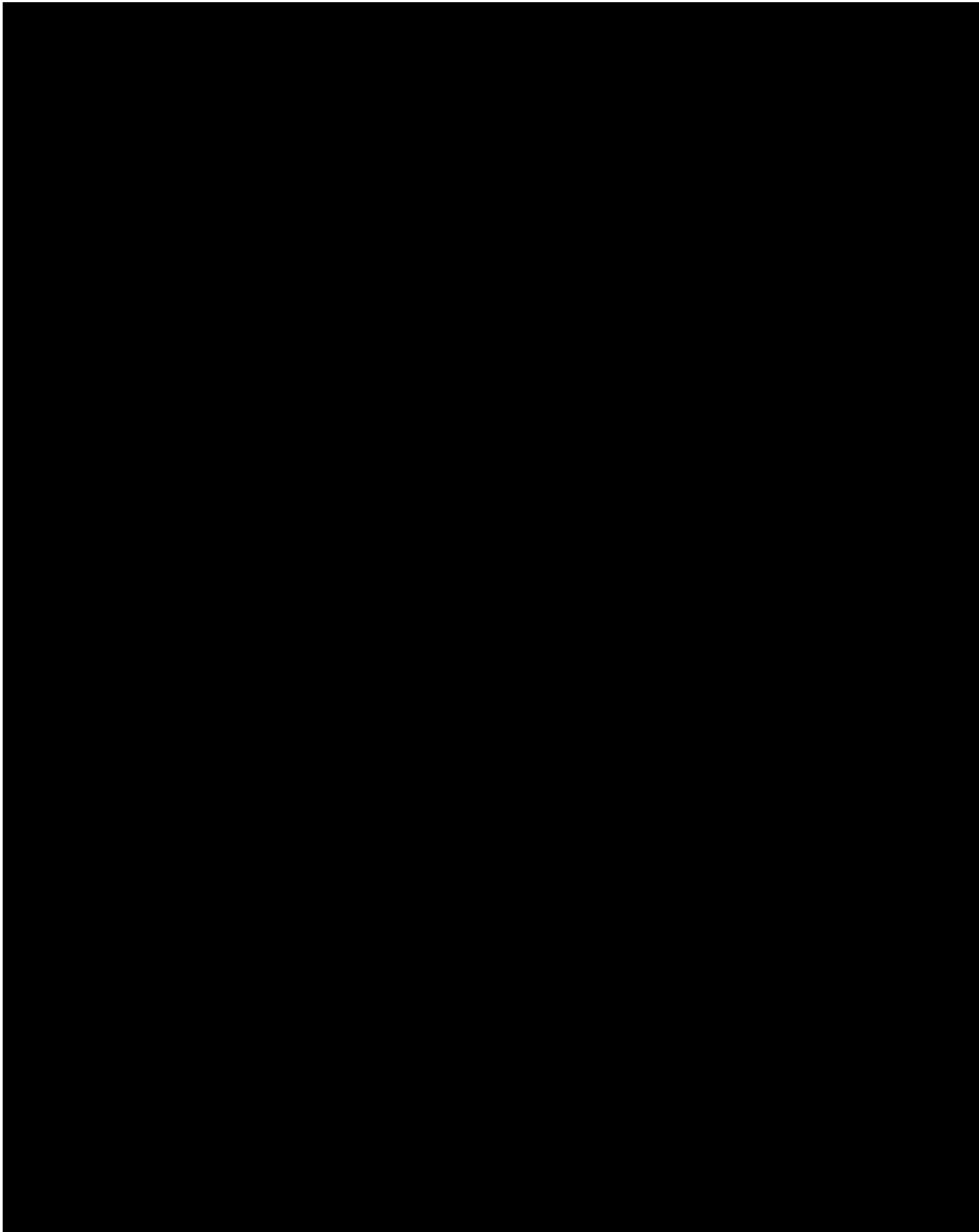


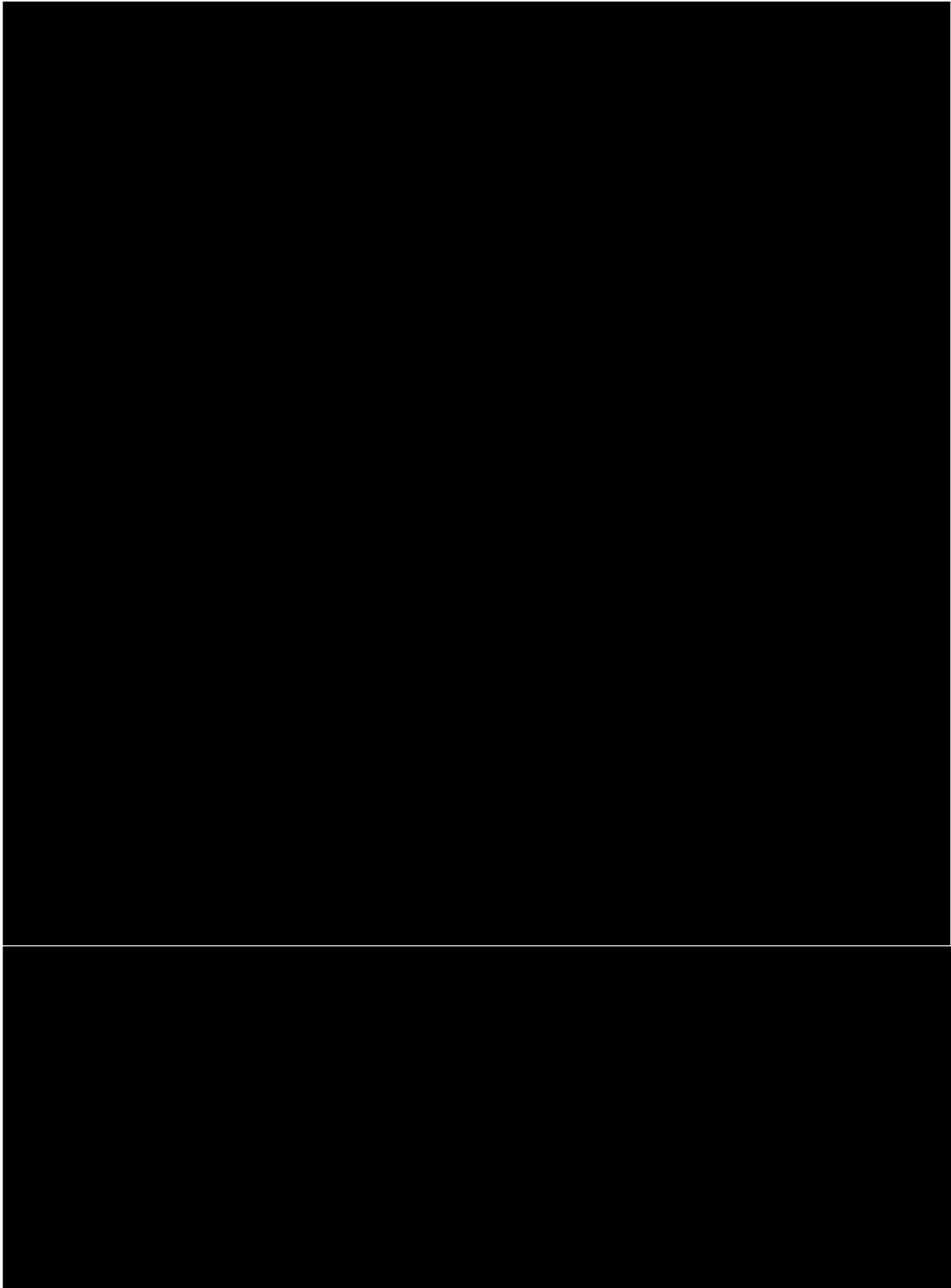
2.3 Upon Assignee's request, Assignor shall execute any additional documents and provide any additional assistance and cooperation reasonably necessary to effect the assignment and prosecution of the Assigned Patents. The procedure for recording the assignment with the relevant patent offices and the execution of any further documents shall be the responsibility of Assignee. Each Party will bear its own costs with respect to any work performed under this Section 2.3.


**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES**

3.1 Each Party represents and warrants to the other that: (a) it is duly organized and validly existing under the Laws of the jurisdiction of its incorporation or accreditation, and has full power and authority to enter into this Agreement and to carry out the provisions hereof; (b) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the person executing this Agreement on its behalf has been duly authorized to do so; and (c) this Agreement is legally binding upon it and enforceable in accordance with its terms and the execution, delivery and performance of this Agreement by it does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material applicable Law.

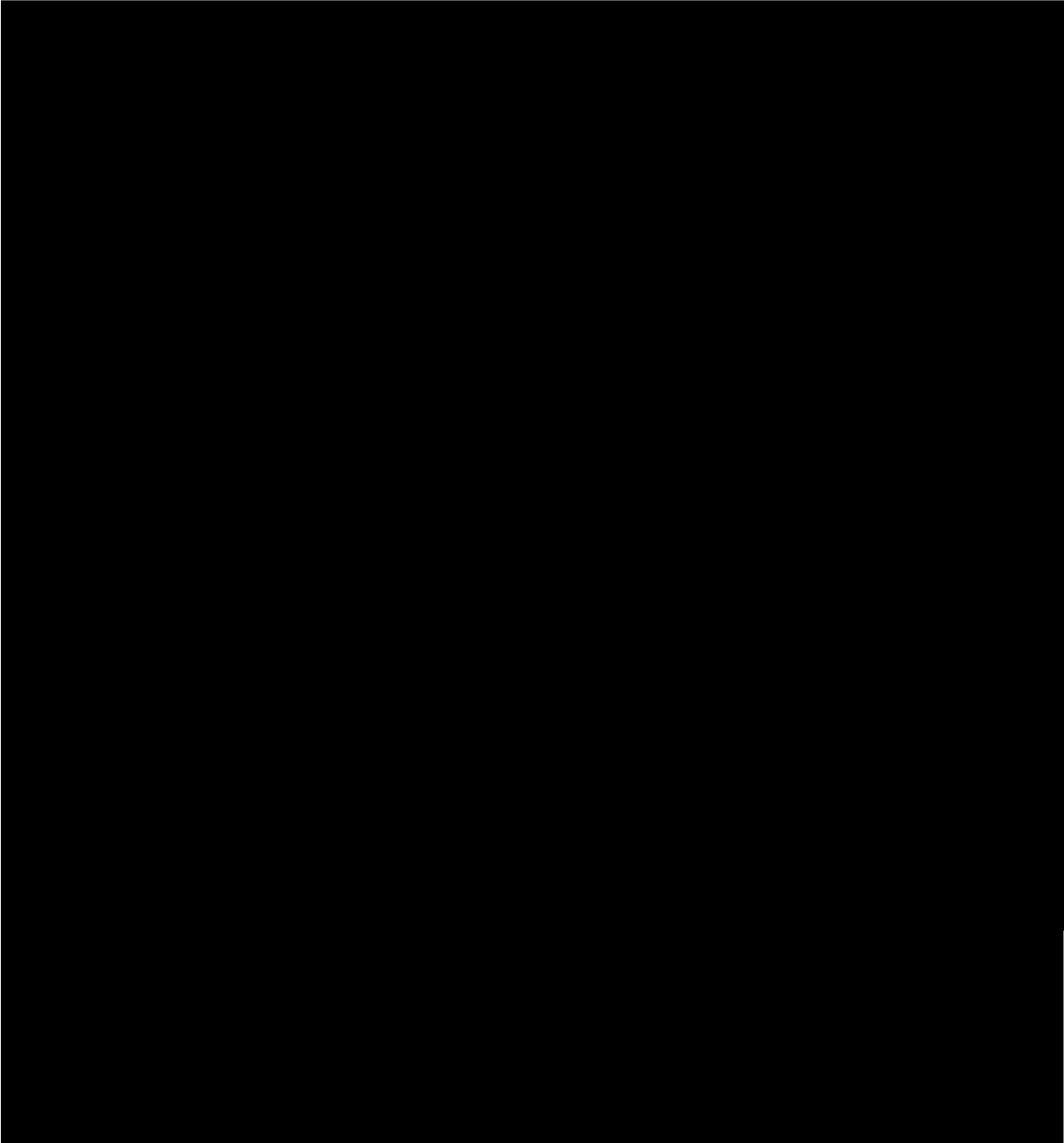
3.2 Assignor represents and warrants that it has title to and the sole and unrestricted right to assign to Assignee all rights and obligations assigned herein, including without limitation the Assigned Patents;



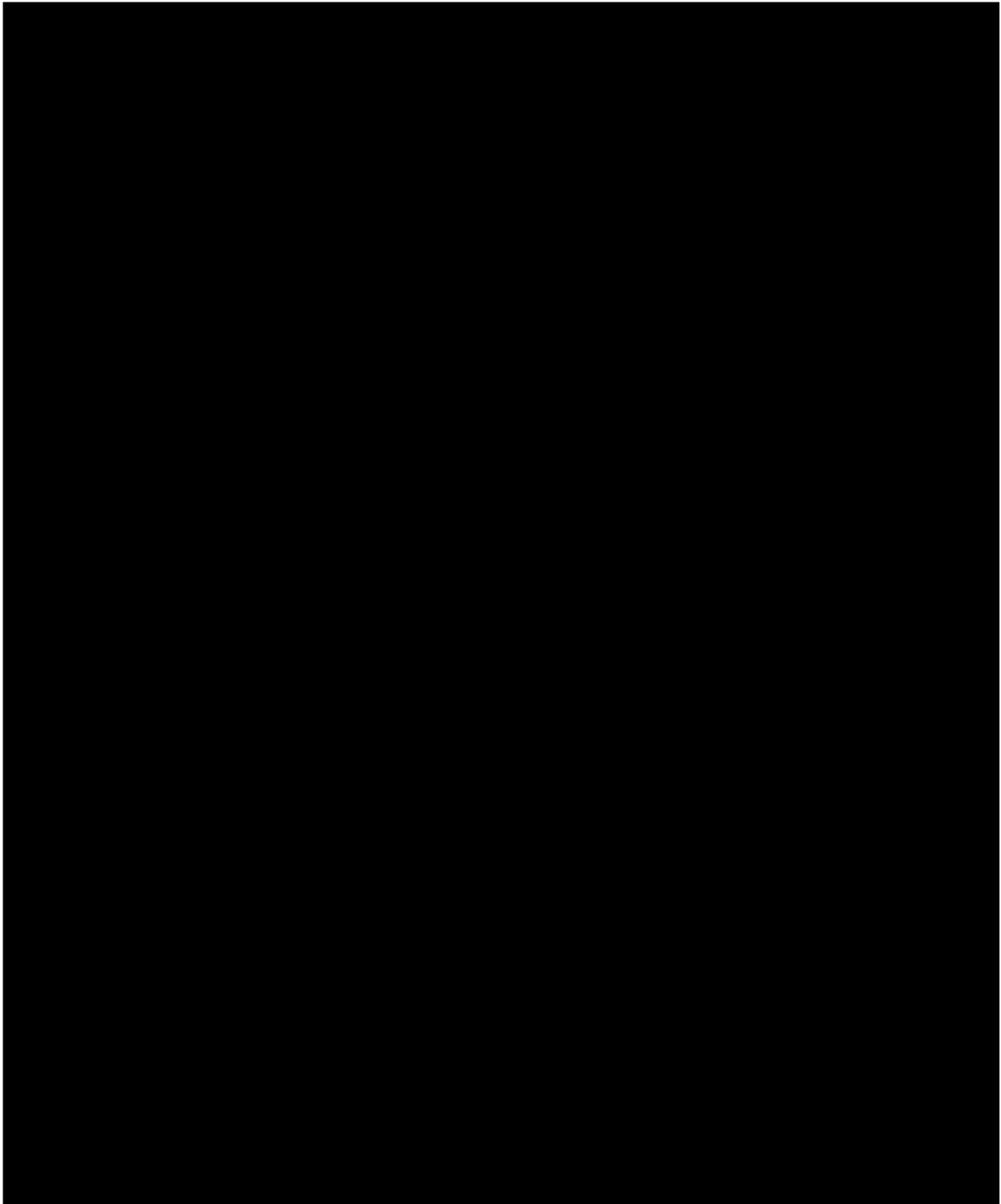




6.5 **Binding Effect.** This Agreement is binding upon and inures to the benefit of each Party and their respective successors and permitted assigns.







*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized representatives as of the Effective Date.

iPierian, Inc.  
("Assignor")

Kyoto University  
("Assignee")

By: 

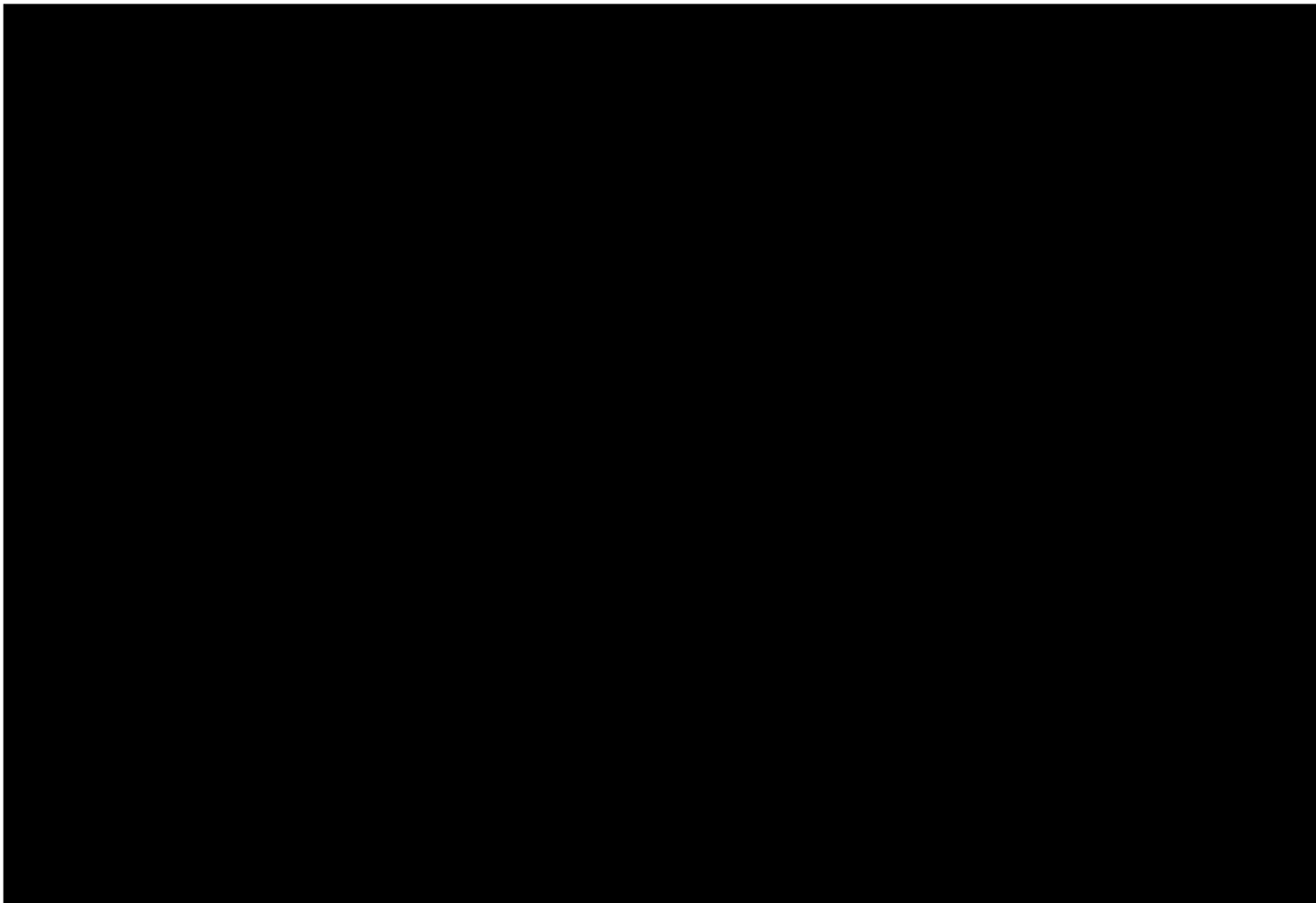
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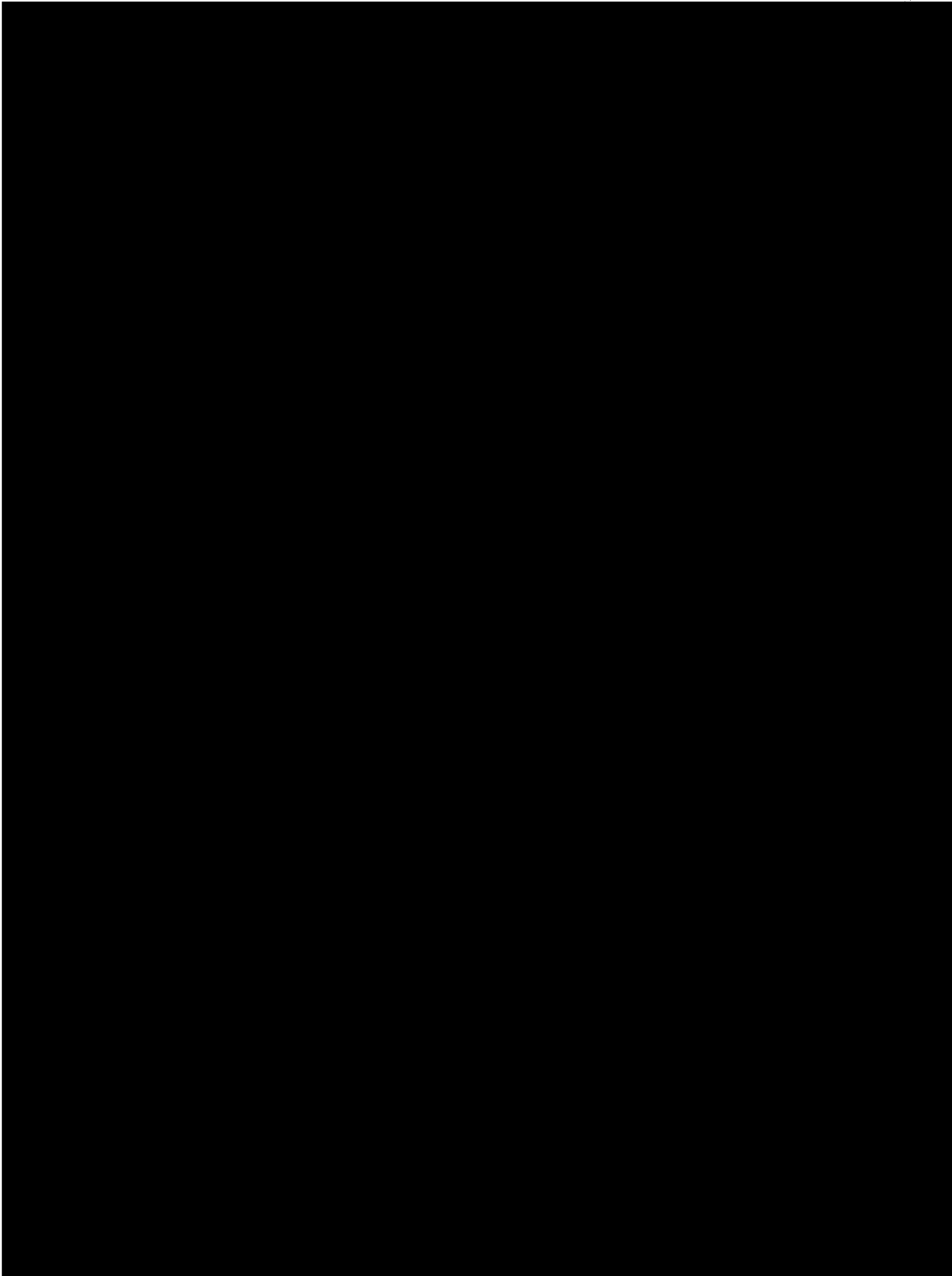
Name: Michael C. Venuti

Name: HIROSHI MATSUMOTO

Title: CEO

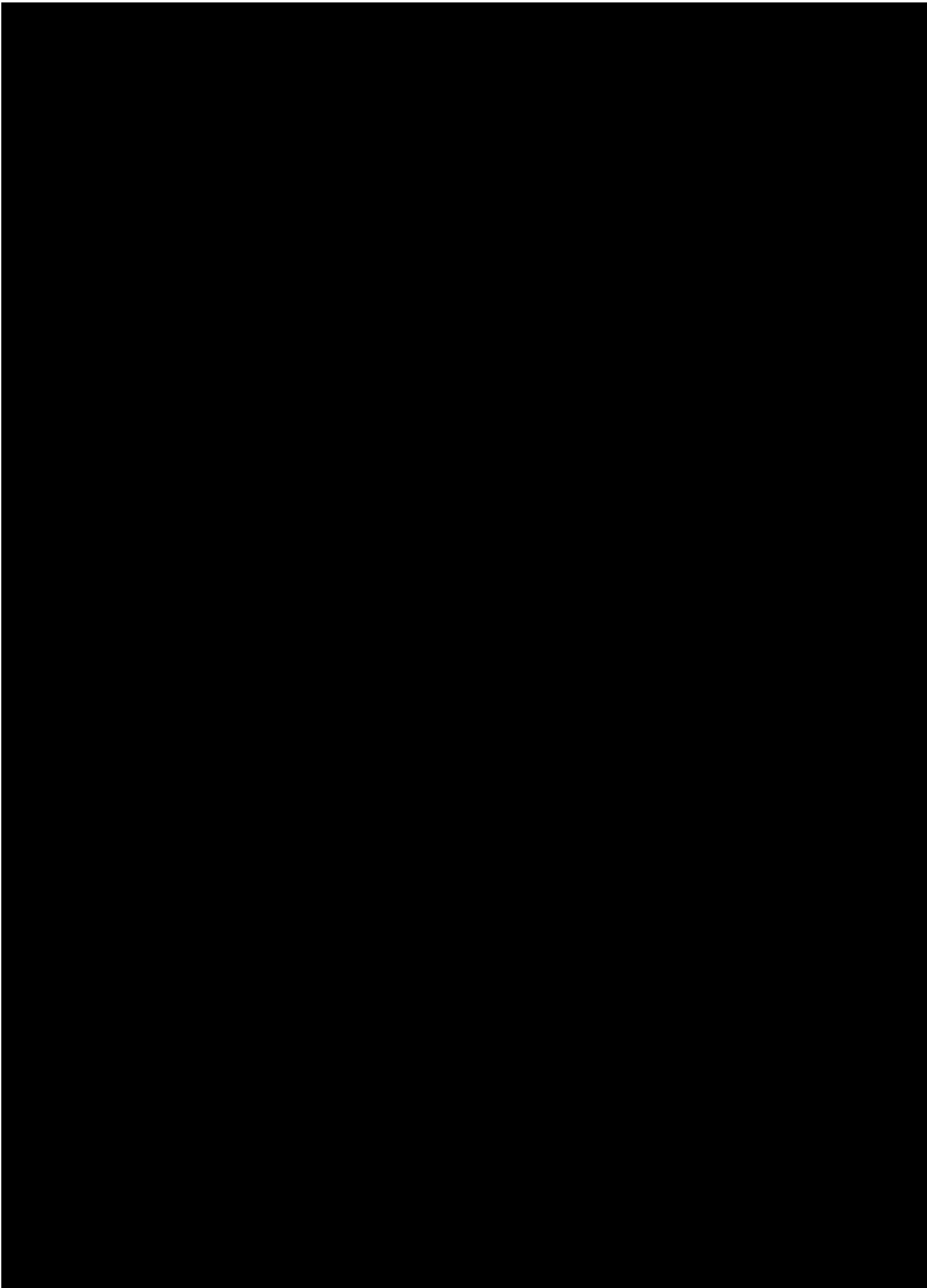
Title: President

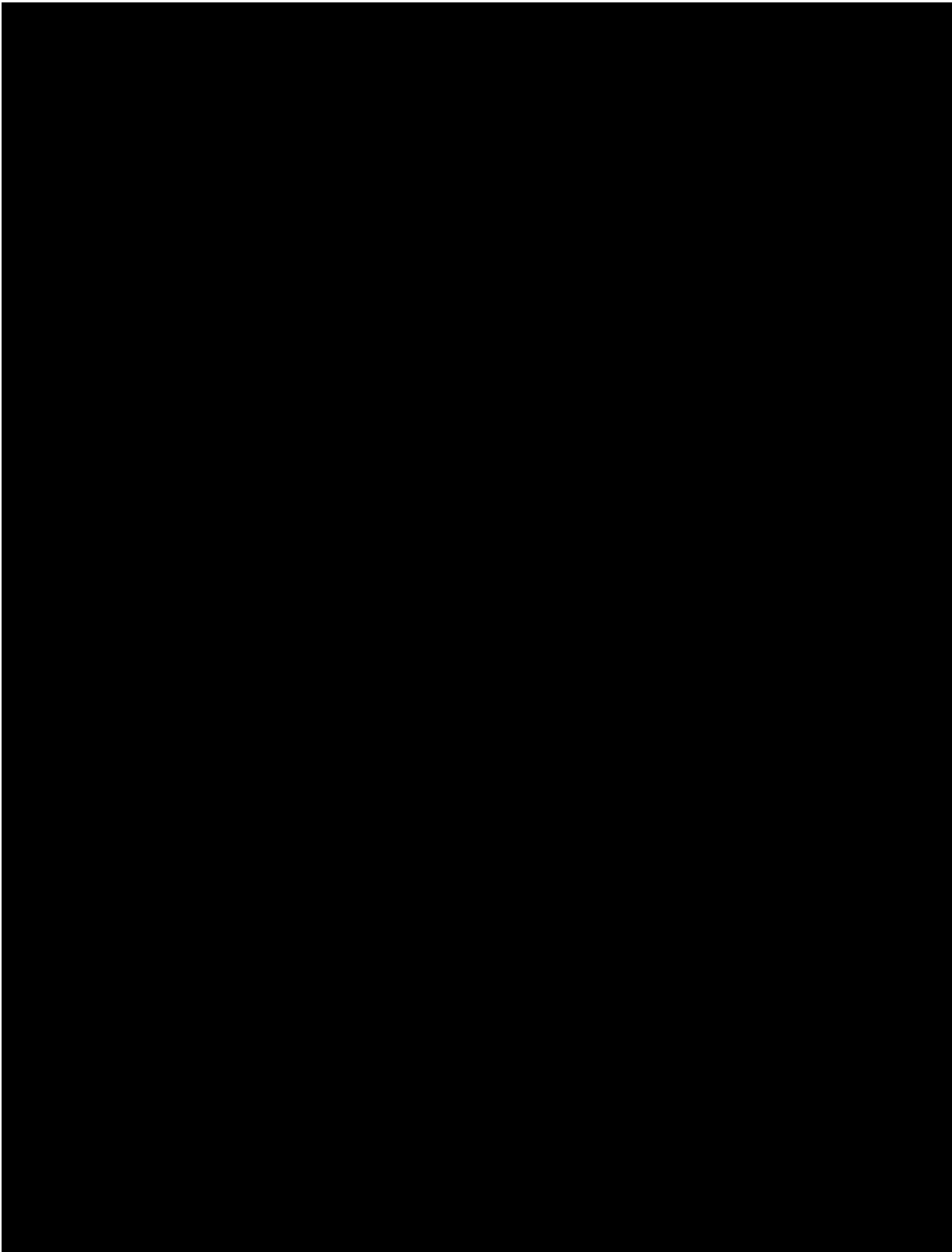


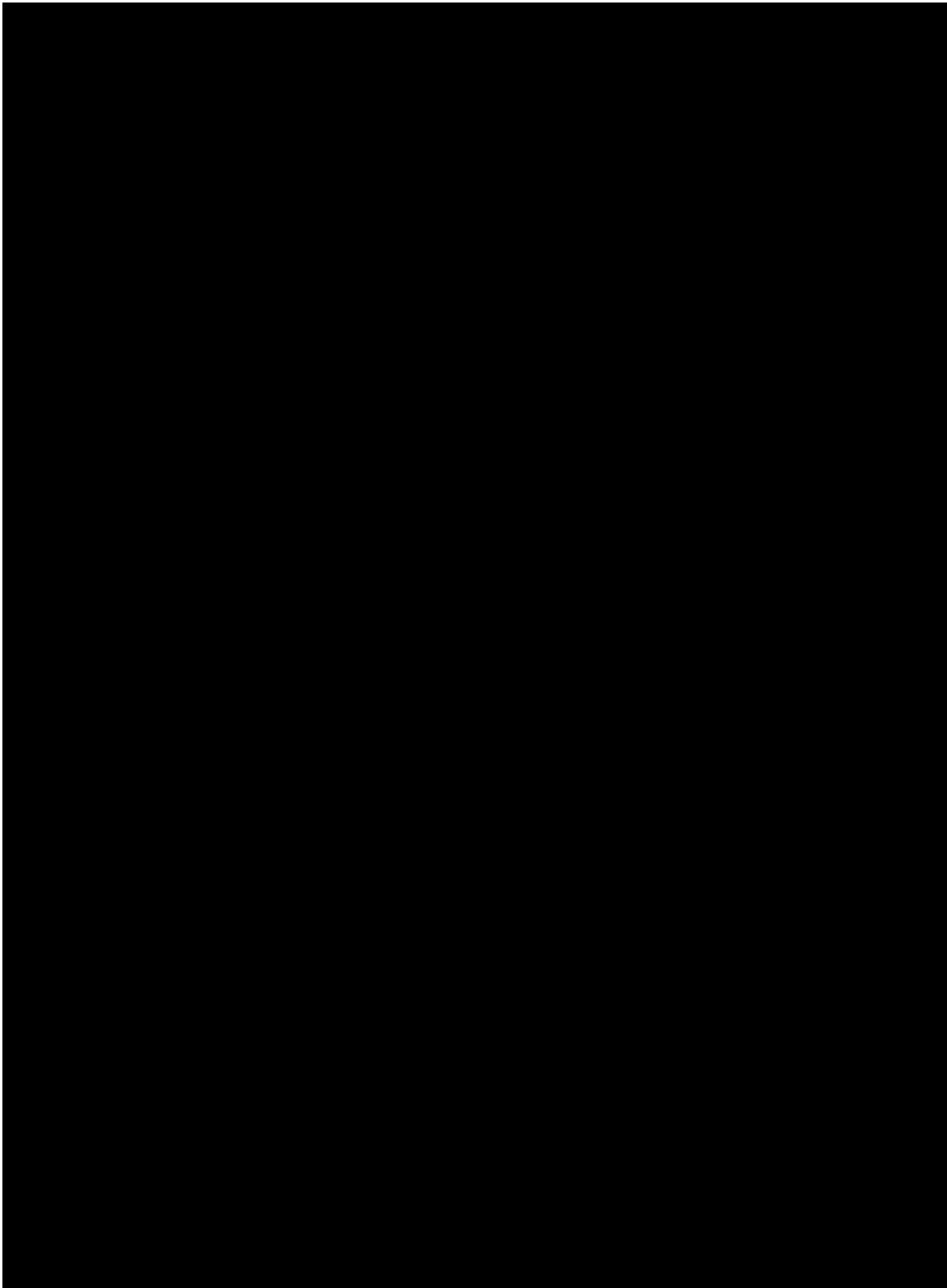


**PATENT**  
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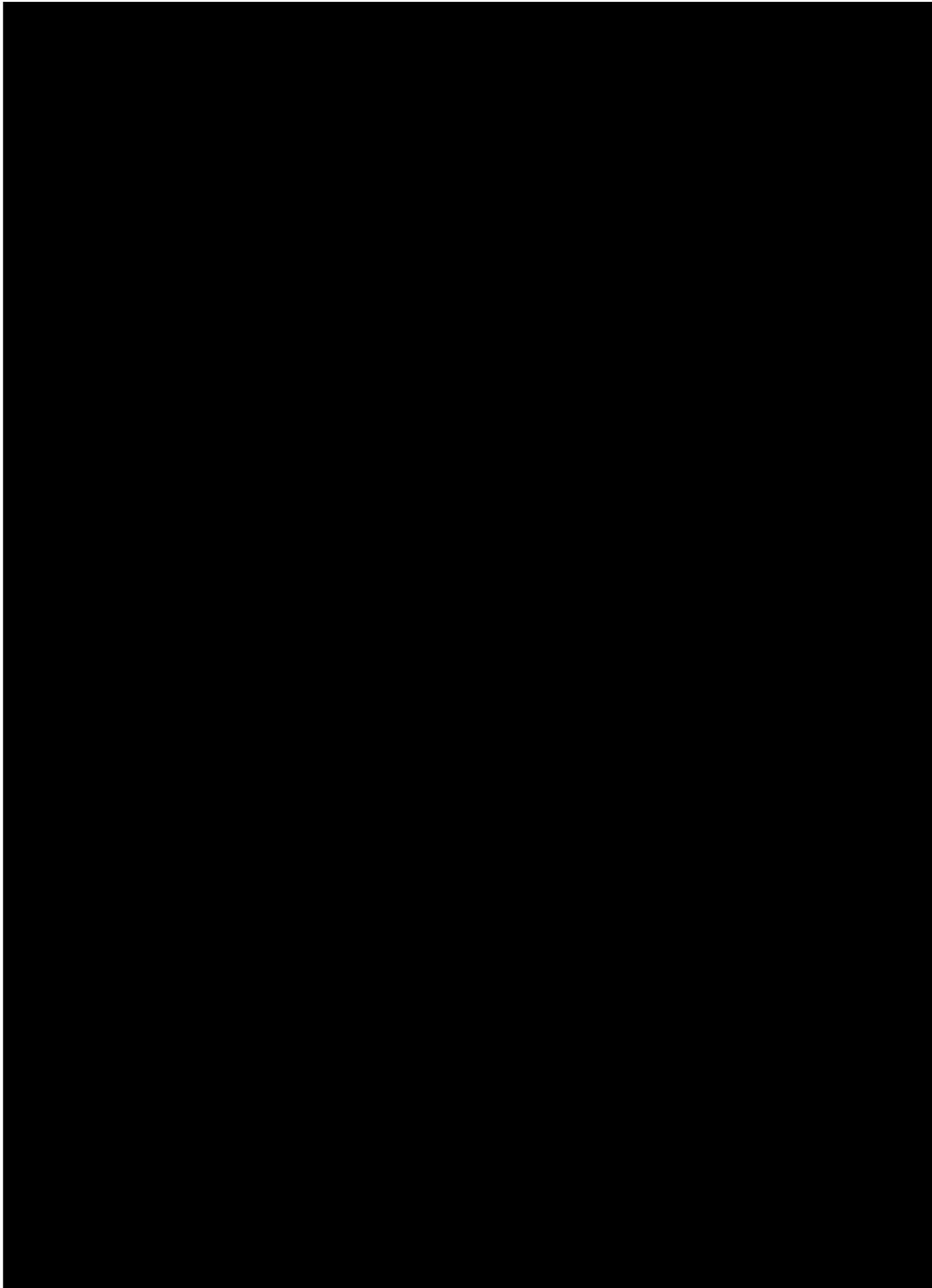


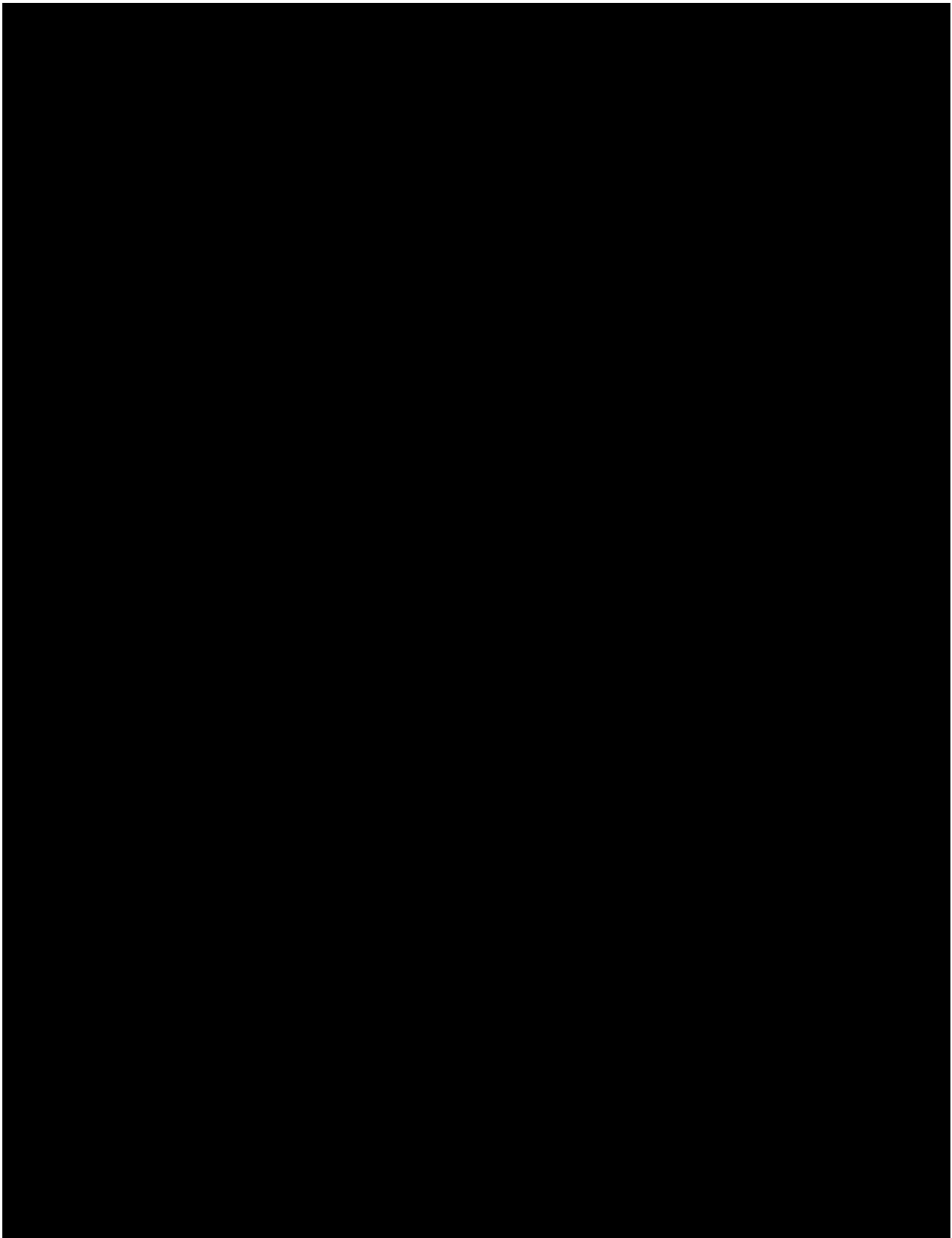


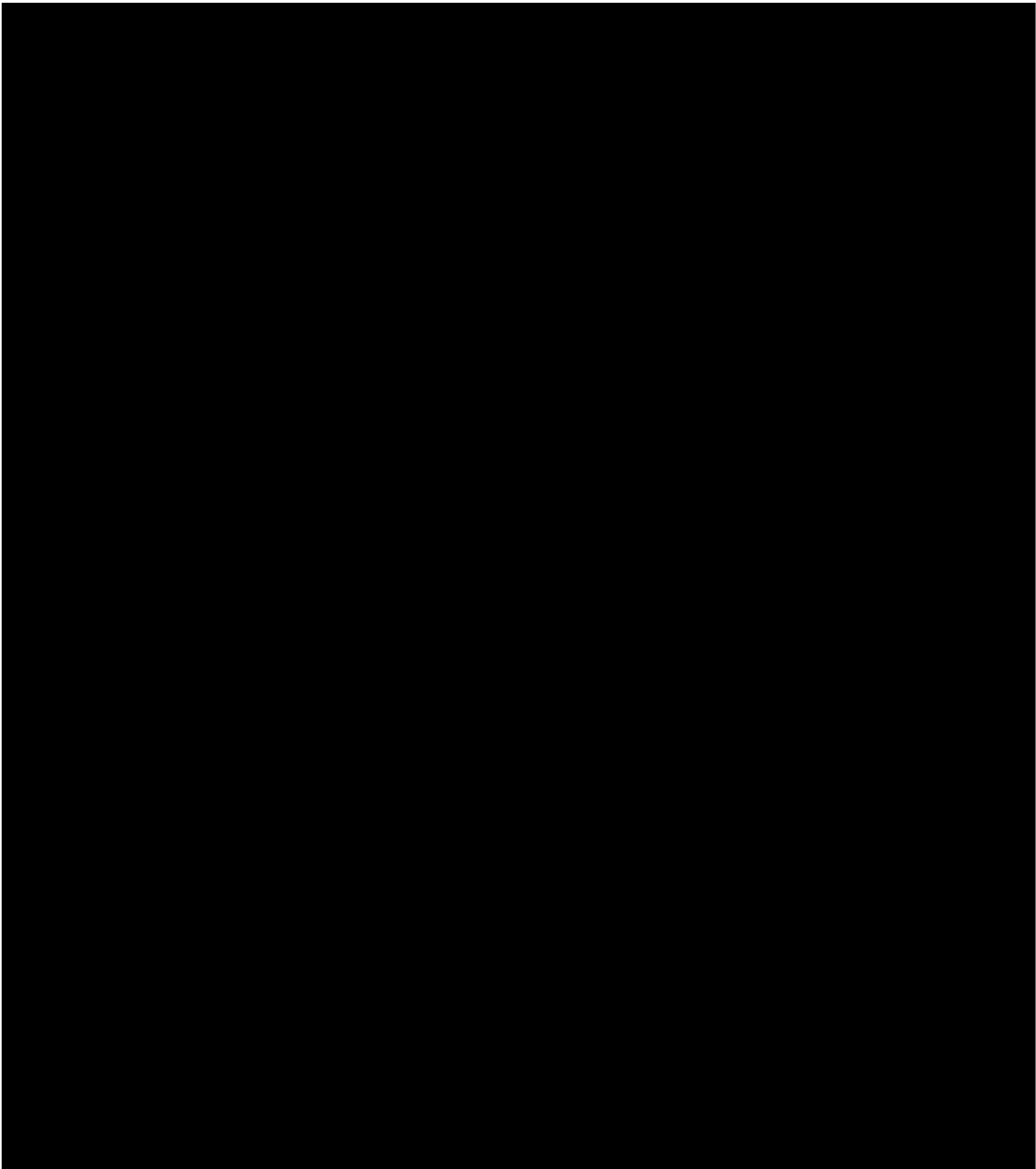


**PATENT**

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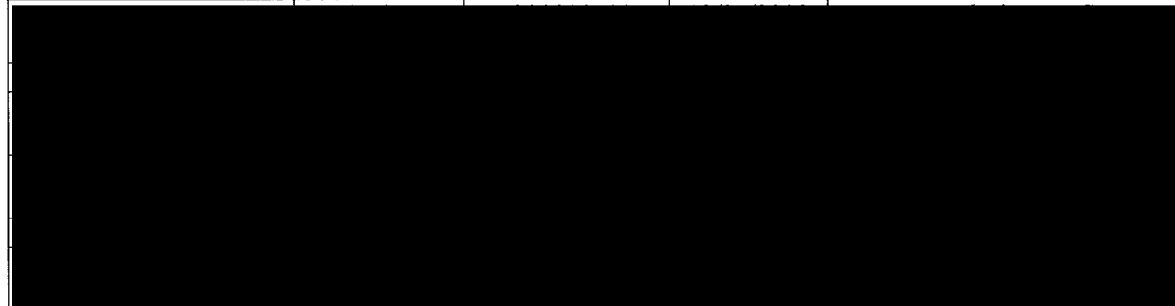


**EXHIBIT B**  
**ASSIGNED PATENTS**

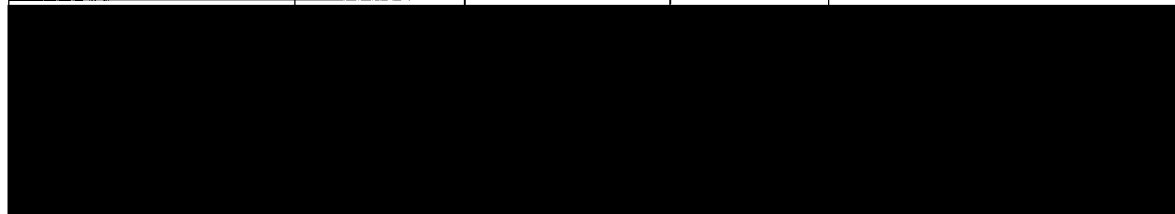
Patent Number	Patent Date			Title
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Application Number	Application Date	Publication Number	Publication Date	Title
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US12663840	11/20/2007			Human Pluripotent Stem Cells
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US12157967	06/13/2008	20090191159	07/30/2009	Pluripotent Cells and Methods
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US12465633	05/13/2009	20090304646	12/10/2009	Pluripotent Cells and Methods
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US12484152	06/12/2009	20090299763	12/03/2009	Pluripotent Cells and Methods
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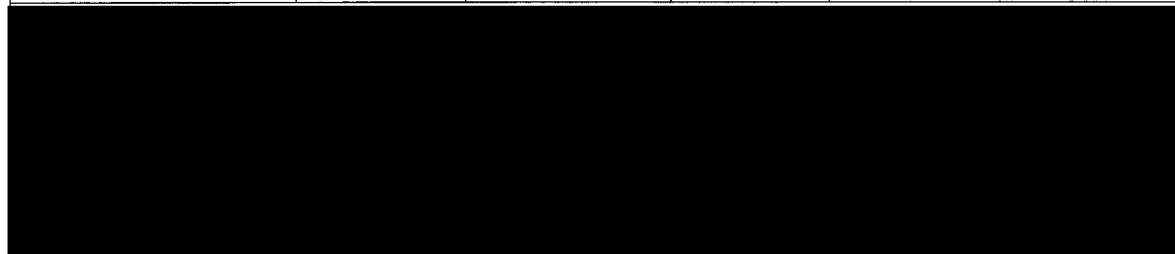
US12484163	06/12/2009	20090324559	12/31/2009	Platforms for Drug Discover
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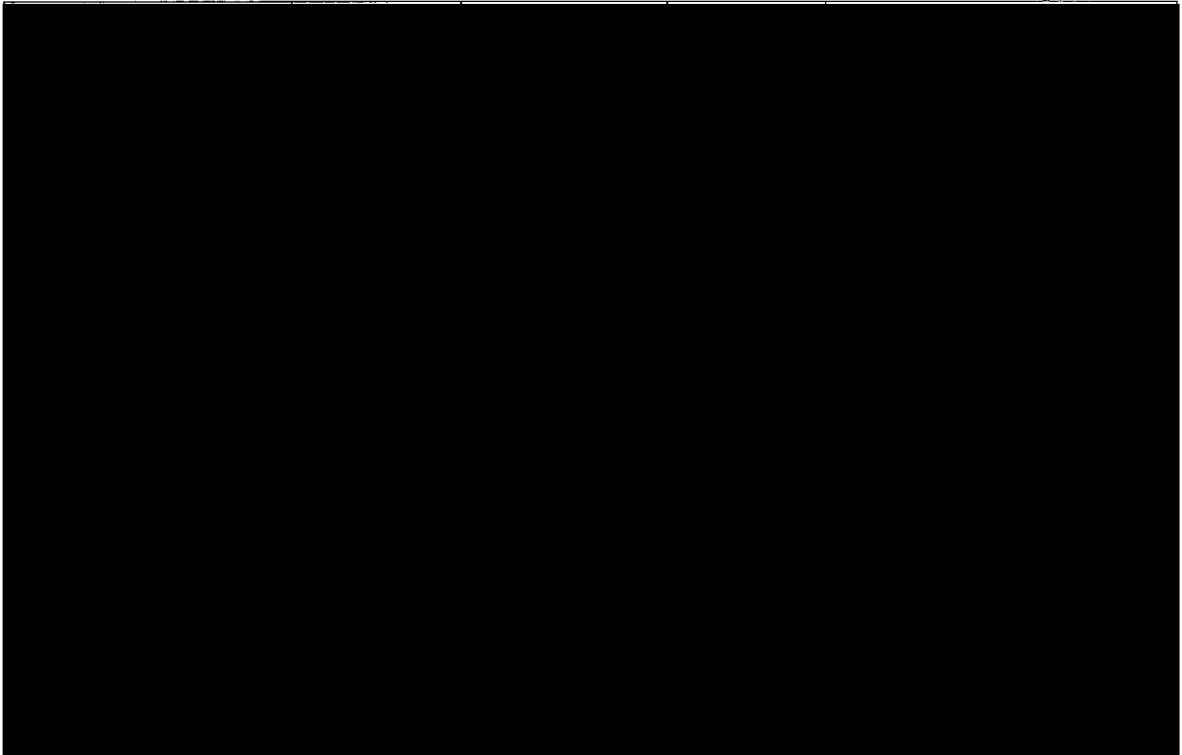
US12709379	02/19/2010	20100240090	09/23/2010	Platforms for Drug Discover
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US12564836	09/22/2009	20100120069	05/13/2010	Pluripotent Cells and Methods
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US12580216	10/15/2009	20100105100	04/29/2010	Pluripotent Cells and Methods
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US12685569	01/11/2010	20100267135	10/21/2010	Pluripotent Cells and Methods
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61/061,594				

