

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Nicholas D. SMITH</td><td>08/03/2011</td></tr><tr><td>Steven P. GOVEK</td><td>08/03/2011</td></tr><tr><td>Johnny Y. NAGASAWA</td><td>08/03/2011</td></tr><tr><td>Mehmet KAHRAMAN</td><td>08/03/2011</td></tr></tbody></table>	Name	Execution Date	Nicholas D. SMITH	08/03/2011	Steven P. GOVEK	08/03/2011	Johnny Y. NAGASAWA	08/03/2011	Mehmet KAHRAMAN	08/03/2011			
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RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>ARAGON PHARMACEUTICALS, INC.</td></tr><tr><td>Street Address:</td><td>12780 El Camino Real</td></tr><tr><td>Internal Address:</td><td>Suite 301</td></tr><tr><td>City:</td><td>San Diego</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>92130</td></tr></table>	Name:	ARAGON PHARMACEUTICALS, INC.	Street Address:	12780 El Camino Real	Internal Address:	Suite 301	City:	San Diego	State/Country:	CALIFORNIA	Postal Code:	92130	
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PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>PCT Number:</td><td>US1139669</td></tr></tbody></table>	Property Type	Number	PCT Number:	US1139669									
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PCT Number:	US1139669												
CORRESPONDENCE DATA													
Fax Number: (858)350-2399 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 858-350-2300													
Email: lford@wsgr.com													
Correspondent Name: Wilson Sonsini Goodrich & Rosati													
Address Line 1: 650 Page Mill Road													
Address Line 4: Palo Alto, CALIFORNIA 94304													
ATTORNEY DOCKET NUMBER:	38937-711.601												
NAME OF SUBMITTER:	Lori Ford												
Total Attachments: 3 source=38937_711_601_Executed_Assignment#page1.tif source=38937_711_601_Executed_Assignment#page2.tif source=38937_711_601_Executed_Assignment#page3.tif													

CH \$40.00 US1139669

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PATENT
REEL: 026704 FRAME: 0126

PATENT ASSIGNMENT

Docket Number 38937-711.601

WHEREAS, the undersigned:

1. SMITH, Nicholas D. 1204 Beryl Street San Diego, CA 92109 US	2. GOVEK, Steven P. 13216 Via Santillana San Diego, CA 92129 US	3. NAGASAWA, Johnny Y. 8525 Park Run Road San Diego, CA 92129 US	4. KAHRAMAN, Mehmet 8617 Via Mallorca Unit E La Jolla, CA 92037 US
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(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

ESTROGEN RECEPTOR MODULATORS AND USES THEREOF

- ☐ for which a United States patent application is executed on even date herewith;
☐ for which Application No. _____ was filed on _____ in the United States Patent Office;
☒ for which Application No. PCT/US2011/039669 was filed on June 08, 2011 in the U.S. Receiving Office of the Patent

Cooperation Treaty;

- ☐ for which Application No. _____ was filed on _____ in the _____ Patent Office; and/or
☐ for which an application was filed upon which a United States Patent issued on _____, as U.S. Patent No. _____

(hereinafter "Application(s)").

WHEREAS, ARAGON PHARMACEUTICALS, INC., a corporation of the State of Delaware, having a place of business at 12780 El Camino Real, Suite 301, San Diego, CA 92130, US, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee, as of June 08, 2011:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions and Applications, including the right to claim priority to said Inventions and said Applications; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain

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effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 8/3/2011 MSmith
SMITH, Nicholas D.

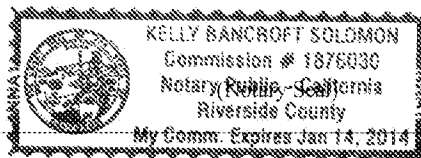
State/Commonwealth of California)
County of San Diego)

On 3 Aug 11 before me, Kelly Bancroft Solomon (Name/Title of Notary) personally appeared SMITH, Nicholas D. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kelly Bancroft Solomon



Date: 03 Aug 2011 SGovek
GOVEK, Steven P.

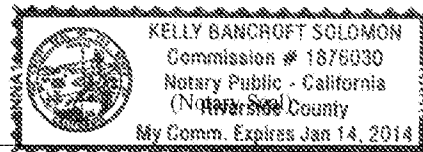
State/Commonwealth of California)
County of San Diego)

On 3 Aug 11 before me, Kelly Bancroft Solomon (Name/Title of Notary) personally appeared GOVEK, Steven P. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kelly Bancroft Solomon



Date: 03 Aug 2011 JNagasaki
NAGASAWA, Johnny Y.

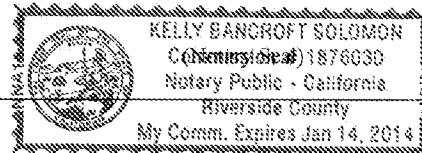
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County of San Diego)

On 3 Aug 11 before me, Kelly Bancroft Solomon (Name/Title of Notary) personally appeared NAGASAWA, Johnny Y. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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WITNESS my hand and official seal.

Signature: Kelly Bancroft Solomon

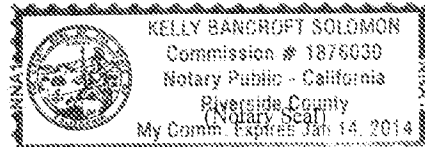


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Docket Number 38937-711.601

Date: 8/3/2011 Mehmet KAHRAMAN
KAHRAMAN, MehmetState/Commonwealth of California)
County of San Diego)On 3 Aug. 11 before me, Kelly Bancroft Solomon (Name/Title of
Notary) personally appeared KAHRAMAN, Mehmet who proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which
the person acted, executed the instrument.I certify under PENALTY OF PERJURY under the laws of the State/Commonwealth of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kelly Bancroft Solomon

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 3 Aug. 11By: Richard Heyman

Name: Richard HEYMAN, Ph.D

Title: President and Chief Executive Officer