

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Janssen Pharmaceutica N.V	04/18/2011
RECEIVING PARTY DATA	
Name:	Metabolex, Inc.
Street Address:	3876 Bay Center Place
City:	Hayward
State/Country:	CALIFORNIA
Postal Code:	94545
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61042078
Application Number:	12417671
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Mark Hopkins
Address Line 1:	Kilpatrick Townsend Stockton LLP
Address Line 2:	2 Embarcadero 8th Floor
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	80084-815123
NAME OF SUBMITTER:	Lamesha Robertson
Total Attachments: 4 source=Assignment_Metabolex_Janssen#page1.tif source=Assignment_Metabolex_Janssen#page2.tif source=Assignment_Metabolex_Janssen#page3.tif source=Assignment_Metabolex_Janssen#page4.tif	

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Assignment") is made and entered into as of April 18, 2011, between **Janssen Pharmaceutica N.V.**, a Belgian corporation, having a place of business at Turnhoutseweg, Beerse, Belgium B-2340, a ("Assignor") and **Metabolex, Inc.**, a Delaware corporation having its principal place of business at 3876 Bay Center Place, Hayward, CA 94545 ("Assignee").

RECITALS

WHEREAS, Assignor desires to transfer certain United States patents and patent applications as well as certain foreign patents and patent applications corresponding thereto, said patents and patent applications being identified in the attached Schedule A and being hereinafter referred to as "Patents"; and

WHEREAS, Assignee is desirous of obtaining the entire right, title and interest in and to the Patents.

NOW, THEREFORE, in consideration good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, its successors and assignees, the entire right, title and interest in and to the Patents, including any and all continuations, divisionals, foreign patents, utility models, and design registrations granted for any of said Patents, the right to claim priority in all countries in accordance with international law, any and all rights corresponding to said Patents in countries throughout the world, and all of Assignor's rights to sue for past, present or future infringement of said Patents worldwide together with all claims for damages by reason of past, present or future infringement of said Patents, and the right to sue for and collect the same for Assignee's own use and enjoyment.
2. Assignor agrees for itself and its successors, legal representatives and assigns, to perform such lawful acts and to sign such further documents as the Assignee may reasonably request to effectuate fully this assignment. Assignee shall reimburse Assignor for such direct,

documented out-of-pocket expenses as are reasonably incurred during the course of its providing such requested assistance.

3. ASSIGNOR PROVIDES AND ASSIGNEE HEREBY ACCEPTS AND TAKES ASSIGNMENT AND OWNERSHIP OF THE PATENTS "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, ENFORCEABILITY, PROSECUTION, OR PATENTABILITY OF ANY OF THE PATENTS.

4. Assignee hereby releases Assignor and Affiliates of Assignor from all claims and causes of action of any kind whatsoever, whether known or unknown, relating to the Patents. This release includes all successors and assigns, directors, shareholders, officers, attorneys, agents, and employees of Assignor and of Affiliates of Assignor.

5. Nothings contained in this Assignment shall be construed as conferring any rights to Assignee, by implication, estoppels or otherwise, including, without limitation, any rights under other patents, patent applications or any other intellectual property of Assignor or any Affiliate of Assignor, except with respect to the express assignment of the Patents set forth above.

6. Assignee shall indemnify, defend, and hold harmless Assignor and its all successors and assigns, directors, shareholders, officers, attorneys, agents, and employees and the all successors and assigns, directors, shareholders, officers, attorneys, agents, and employees of its Affiliates, from and against any and all liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees resulting from any claim or suit arising from or related to the Patents.

7. To the extent any provision of this Assignment is held by a court of competent jurisdiction to be invalid or unenforceable, it shall be invalid and unenforceable only to the

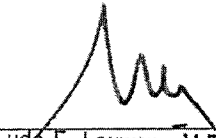
extent of such invalidity or unenforceability, and the validity and enforceability of any other provision of the Assignment shall not be effected. The parties shall make a good faith effort to replace the invalid or unenforceable provision with a valid one that conforms as nearly as possible with the original intent of the parties.

8. This Assignment shall be governed by and construed in accordance with the laws of the state of New Jersey, without giving effect to the principles of conflicts of laws thereof, except or the extent that U.S. federal law preempts state law with respect to the matters covered hereby.

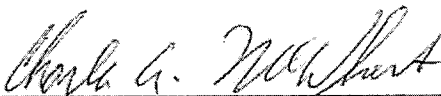
9. This Assignment shall be binding on the parties' successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have caused their respective officers to execute this Assignment as of the Effective Date set forth above.

JANSSEN PHARMACEUTICA NV

By  _____
Dr. Ludo F. Lauwers, M.D.
Title Senior Vice President
Vice-Chairman Management Board
Janssen Pharmaceutica NV
Date _____

METABOLEX INC.

By  _____
Title Senior Vice President
Date May 10, 2011



Schedule A

Ref No.	Country	Type	Title	Filed	Serial. No.
PRD2957					
PRD2957USPSP	US	Provisional	PROCESS FOR THE PREPARATION OF (-)-(4-CHLORO PHENYL)-(3-TRIFLUOROMETHYL-PHENOXY)-ACETIC ACID-2-ACETYLAMINO-ETHYL ESTER	4/3/2008	61/042078
PRD2957USNP	US	NP	PROCESS FOR THE PREPARATION OF (-)-(4-CHLORO PHENYL)-(3-TRIFLUOROMETHYL-PHENOXY)-ACETIC ACID-2-ACETYLAMINO-ETHYL ESTER	4/3/2009	12/417,671