

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alain D. BARON	12/06/2011
Martin R. BROWN	12/06/2011
Christopher R.G. JONES	12/08/2011
Mark S. FINEMAN	12/06/2011
RECEIVING PARTY DATA	
Name:	Elcelyx Therapeutics, Inc.
Street Address:	11995 El Camino Real
Internal Address:	Suite 305
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13276177
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
Phone:	(650) 493-9300
Email:	patentdocket@wsgr.com, rdotson@wsgr.com
<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:	Wilson Sonsini Goodrich & Rosati
Address Line 1:	650 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	38343-702.201
NAME OF SUBMITTER:	Rose Dotson
Total Attachments: 3 source=Elcelyx 38343-702.201 - Assignment#page1.tif source=Elcelyx 38343-702.201 - Assignment#page2.tif source=Elcelyx 38343-702.201 - Assignment#page3.tif	

CH \$40.00 13276177

WHEREAS, the undersigned:

- | | | | |
|--|--|--|---|
| 1. BARON, Alain D.
12863 Baywind Drive
San Diego, CA 92130 | 2. BROWN, Martin R.
834 Tolita Avenue
Coronado, CA 92118 | 3. JONES, Christopher R.G.
13713 Freeport Road
San Diego, CA 92129 | 4. FINEMAN, Mark S.
12444 Oakfort Place
San Diego, CA 92130 |
|--|--|--|---|

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

CHEMOSENSORY RECEPTOR LIGAND-BASED THERAPIES

- for which a United States patent application is executed on even date herewith;
- for which Application No. 13/276,177 was filed on October 18, 2011 in the United States Patent Office;
- for which Application No. _____ was filed on _____ 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, Elcelyx Therapeutics, Inc., a corporation of the State of Delaware, having a place of business at 11995 El Camino Real, Suite 305, San Diego, CA 92130, (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:

- 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 said 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).
- 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.
- 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.
- 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.
- 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.
- 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 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: 12/6/11 [Signature]
Alain D. BARON

State/Commonwealth of California)
County of San Diego)

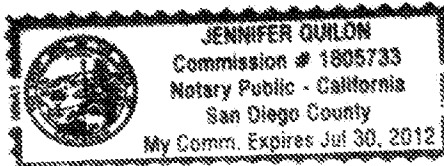
On 12-06-2011 before me,
Jennifer Gurlon, Notary Public (Name/Title of Notary) personally appeared

Alain D. BARON 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:

[Signature]



(Notary Seal)

Date: 12/6/11 [Signature]
Martin R. BROWN

State/Commonwealth of California)
County of San Diego)

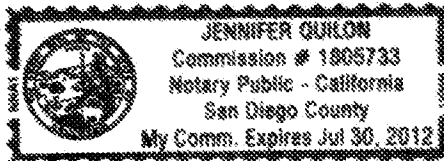
On 12-06-2011 before me,
Jennifer Gurlon, Notary Public (Name/Title of Notary) personally appeared

Martin R. BROWN 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:

[Signature]



(Notary Seal)

Date: 12/8/11 [Signature]
Christopher R.G. JONES

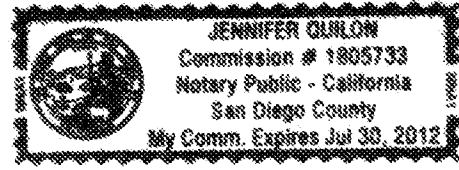
State/Commonwealth of California)
County of San Diego)

On 12-08-2011 before me,
Jennifer Quilon, Notary Public (Name/Title of Notary) personally appeared
Christopher R.G. JONES 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:

[Signature]



(Notary Seal)

Date: 12/6/11 [Signature]
Mark S. FINEMAN

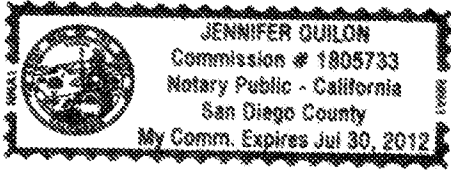
State/Commonwealth of California)
County of San Diego)

On 12-06-2011 before me,
Jennifer Quilon, Notary Public (Name/Title of Notary) personally appeared
Mark S. FINEMAN 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:

[Signature]



(Notary Seal)