

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Myrexix, Inc.	06/01/2012
RECEIVING PARTY DATA	
Name:	John Manfredi
Street Address:	2880 Lancaster Drive
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84108
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13447115
CORRESPONDENCE DATA	
Fax Number:	(801)578-6999
Phone:	801-214-7935
Email:	patlaw@stoel.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:	Rachel M. Slade
Address Line 1:	Stoel Rives LLP, One Utah Center
Address Line 2:	201 South Main Street, Suite 1100
Address Line 4:	Minneapolis, UTAH 84111
ATTORNEY DOCKET NUMBER:	99880/854.304
NAME OF SUBMITTER:	Rachel M. Slade
Total Attachments: 8 source=Assignment_with_schedule#page1.tif source=Assignment_with_schedule#page2.tif source=Assignment_with_schedule#page3.tif	

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ASSIGNMENT AGREEMENT

THIS AGREEMENT, shall be effective as of the 1st day of June, 2012 (the "Effective Date") by and between Myrexix, Inc., a Delaware corporation, having a principal place of business at 305 Chipeta Way, Salt Lake City, Utah 84108 ("Myrexix") and John Manfredi, an individual ("Manfredi"). Myrexix and Manfredi are sometimes referred to herein individually as a "Party" and collectively as the "Parties". For the payment of \$1.00 and other good and valuable consideration, the sufficiency of which is acknowledged by both Parties, the Parties agree as follows:

1. Myrexix hereby irrevocably transfers, assigns and sets over unto Manfredi all of the right, title and ownership interest, of any type or nature whatsoever, that Myrexix holds in and to the following (collectively, the "Assigned Assets"):

(a) The Patents and Patent Applications set forth on Schedule A "Patents" attached hereto and incorporated herein; and

(b) the data and information attached hereto and incorporated herein as Exhibit A, to the extent such data and information directly relate to compounds explicitly disclosed in the Patents;

2. Manfredi takes and accepts ownership of the Assigned Assets on an "As Is" and "Where Is" basis. Myrexix does not give or make any representation or warranty of any kind, express or implied, and Myrexix hereby disclaims all warranties, including, without limitation, any warranty of merchantability, operability, suitability, or fitness for a particular purpose or absence from the rightful claim of any third party, by way of infringement or the like. Myrexix makes no representations that the use of the Assigned Assets will not infringe any patent or proprietary rights of any third parties. Myrexix does not give or make any representation or warranty as to any patent application or issued patents of the Assigned Assets ("Assigned Patents"), their status, validity, enforceability, the scope of any claim, or the usefulness of any claim for any purpose.

3. The transfer to Manfredi of ownership of the Assigned Patents shall not be deemed or construed to transfer to Manfredi any right or interest (including license rights) in or to any other or additional present or future intellectual property or know-how of Myrexix or its affiliates.

4. Prosecution and Maintenance of the Assigned Patents.

(a) From and after the Effective Date, it will be the exclusive responsibility of Manfredi to prosecute and maintain the Assigned Patents in the manner that it deems prudent and appropriate. Such prosecution and maintenance will be at the sole cost and expense of Manfredi and Myrexix shall have no responsibility to share in any such cost or expense, to any extent.

(b) Myrexix will not be obligated or required to provide Manfredi with any data, information, or support concerning the Assigned Assets in order to support or assist Manfredi's prosecution and maintenance efforts, including without limitation, scientific information, computer support, data, or know-how. Additionally, Myrexix will not be required to make any of

its employees or contractors available to Manfredi to support or assist Manfredi in its efforts to prosecute and maintain the Assigned Patents.

(c) Myrexis will not have any duty or obligation, of any type or nature whatsoever, to assist Manfredi, whether through the provision of information, records (including invention records), data, or access to employees or contractors, in connection with any future litigation in which Manfredi may become involved concerning the validity, enforceability or infringement of any such Assigned Patents.

5. Release and Indemnification.

(a) Manfredi, for itself and its agents, licensees, successors and assigns, hereby releases and discharges, and hereby agrees to hold harmless, defend, and indemnify Myrexis, its affiliates, agents, employees, shareholders, officers, directors, attorneys, suppliers, distributors, customers, successors and assigns from all causes of action, losses, promises, damages, costs, expenses, liabilities and demands of whatsoever character, nature and kind, whether known or unknown, suspected or unsuspected, fixed or contingent arising out of or in any way related to (i) Manfredi's use of the Assigned Assets, (ii) the transfer to Manfredi of the Assigned Assets, or (iii) any event, occurrence or action occurring after the Effective Date.

(b) The advice of legal counsel has been obtained by all of the Parties prior to the granting of the release and indemnification contemplated by this Section 5 and Manfredi has executed this release and indemnification voluntarily and with the express understanding of its significance.

(c) The obligations of this Section 5 shall survive termination or expiration of this Agreement.

6. Representations and Warranties.

Manfredi hereby represents and warrants to Myrexis that:

(a) Manfredi is an individual and has the capacity to knowingly enter into this Agreement.

(b) This Agreement has been duly authorized by all necessary action of Manfredi and, when executed and delivered by Manfredi, shall constitute the valid and binding agreement of Manfredi, enforceable against Manfredi in accordance with its terms.

(c) Manfredi is not relying on any statement, representation or warranty, oral or written, express or implied, concerning any of the Assigned Assets.

Myrexis hereby represents and warrants to Manfredi that:

(a) Myrexis has the corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been duly authorized by all necessary corporate action of Myrexix and, when executed and delivered by Myrexix, shall constitute the valid and binding agreement of Myrexix, enforceable against Myrexix in accordance with its terms.

7. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement (each a "Notice") shall be in writing and shall be given by any of the following methods: (a) personal delivery; (b) registered or certified mail, postage prepaid and return receipt requested; or (c) by nationally or internationally recognized overnight courier service, with signature required upon delivery. Notices shall be sent to the appropriate Party at its address given below (or such other address for such Party as such Party shall specify by Notice);

Myrexix, Inc.
305 Chipeta Way
Salt Lake City, UT 84108
Attention: Legal Department

If to Manfredi:

John Manfredi
2880 East Lancaster Drive
Salt Lake City, Utah 84108

Each Notice shall be effective (i) if delivered personally or by registered or certified mail, or by nationally or internationally recognized overnight courier service when delivered at the address specified in this Section 7 (or in accordance with the latest unrevoked direction from such Party).

8. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah, United States of America, without giving effect to the conflicts of law principles thereof that would require or permit the application of the laws of a different jurisdiction.

9. The Parties irrevocably submit to the exclusive jurisdiction of the federal and state courts located in Salt Lake City, Utah, United States of America, in connection with any action, suit or proceeding brought by or against such Party in connection with, arising from, or relating to this Agreement or the transactions contemplated hereby, and each Party hereby waives and further agrees not to assert as a defense in any such suit, action or proceeding any claim that such Party is not personally subject to the jurisdiction of such courts, that the venue of such suit, action or proceeding is brought in an inconvenient forum or that this Agreement or the subject matter hereof may not be enforced in or by such courts. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL CLAIM TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING FROM, BROUGHT UNDER OR RELATED TO THIS AGREEMENT.

10. This Agreement constitutes the entire agreement between the Parties in regard to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or

between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

11. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed. Nothing in the foregoing shall be construed as limiting Manfredi's ability to transfer the Acquired Assets.

12. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

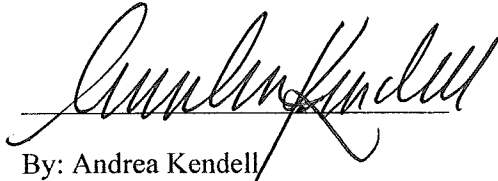
13. Manfredi shall be allowed to disclose ownership of the Acquired Assets; however, except to the extent required by law, Manfredi shall not issue any press release or make any public announcement relating to the existence of this Agreement or its terms without the prior written consent of Myrexix.

14. This Agreement may be executed in one or more counterparts (including by means of facsimile or e-mail) each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first above written.

MYREXIS, INC.



By: Andrea Kendell

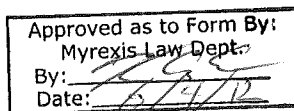
Its: Chief Financial Officer

JOHN MANFREDI



JUNE 1, 2012

John Manfredi



SCHEDULE "A"

PATENTS AND PATENT APPLICATIONS INCLUDED IN THE PATENT RIGHTS

[REDACTED]	Subject Matter / Type	Country / Region	Application No. / Filing Date	Patent No. / Issue Date	Title	Inventors
[REDACTED]	Triphenyl Pyrroles: Composition of Matter / National Phase Entry	Canada	2,623,558 Sept 27, 2006	[REDACTED]	Pyrrole Derivatives as Therapeutic Compounds	Weiner, Slade, Klimova, Walton and Anderson
[REDACTED]	Triphenyl Pyrroles: Composition of Matter / Regional Phase Entry	Europe	06804229.0 Sept. 27, 2006	[REDACTED]	Pyrrole Derivatives as Therapeutic Compounds	Weiner, Slade, Klimova, Walton and Anderson
[REDACTED]	Triphenyl Pyrroles: Composition of Matter / C.I.P. from PCT	U.S.A.	12/057,140 March 27, 2008	7,714,022 May 11, 2010	Pyrrole Derivatives as Therapeutic Compounds	Weiner, Slade, Klimova, Walton and Anderson
[REDACTED]	Triphenyl Pyrroles: Composition of Matter / Continuation	U.S.A.	12/775,253 May 6, 2010	[REDACTED]	Pyrrole Derivatives as Therapeutic Compounds	Weiner, Slade, Klimova, Walton and Anderson

EXHIBIT "A" (continued)

Subject Matter / Type	Country / Region	Application No. / Filing Date	Patent No. / Issue Date	Title	Inventors
[REDACTED] Triphenyl Pyrroles: Therapeutic Methods / National Phase Entry	Canada	2,662,870 Sept 7, 2007	[REDACTED]	Therapeutic Compounds for Diseases and Disorders	Klein, Gassman, Bhoite and Manfredi
[REDACTED] Triphenyl Pyrroles: Therapeutic Methods / Regional Phase Entry	Europe	7842056.9 Sept 7, 2007	[REDACTED]	Therapeutic Compounds for Diseases and Disorders	Klein, Gassman, Bhoite and Manfredi
[REDACTED] Triphenyl Pyrroles: Therapeutic Methods / Continuation from PCT	USA	12/400,580 March 9, 2009	[REDACTED]	Therapeutic Compounds for Diseases and Disorders	Klein, Gassman, Bhoite and Manfredi
[REDACTED] Triphenyl Pyrroles: Therapeutic Methods / Continuation from PCT	USA	13/297,065 Nov. 15, 2011	[REDACTED]	Therapeutic Compounds for Diseases and Disorders	Klein, Gassman, Bhoite and Manfredi

EXHIBIT "A" (continued)

[REDACTED]	Subject Matter / Type	Country / Region	Application No. / Filing Date	Patent No. / Issue Date	Title	Inventors
[REDACTED]	Indoles & Tetrahydroindoles: Composition of Matter / National Phase Entry	Canada	2,582,674 Oct 4, 2005	[REDACTED]	Compounds for Alzheimer's Disease	Slade, Klimova, Halter, Yungai, Weiner, Walton, Willardsen, Anderson and Zavitz
[REDACTED]	Indoles & Tetrahydroindoles: Composition of Matter / Regional Phase Entry	Europe	05802834.1 Oct 4, 2005	[REDACTED]	Compounds for Alzheimer's Disease	Slade, Klimova, Halter, Yungai, Weiner, Walton, Willardsen, Anderson and Zavitz
[REDACTED]	Indoles & Tetrahydroindoles: Composition of Matter / Continuation from PCT	USA	11/696,526 April 4, 2007	7,678,823 March 16, 2010	Compounds for Alzheimer's Disease	Slade, Klimova, Halter, Yungai, Weiner, Walton, Willardsen, Anderson and Zavitz
[REDACTED]	Indoles & Tetrahydroindoles: Composition of Matter / Continuation	USA	12/719,672 March 8, 2010	[REDACTED]	Compounds for Alzheimer's Disease	Slade, Klimova, Halter, Yungai, Weiner, Walton, Willardsen, Anderson and Zavitz
[REDACTED]	Indoles & Tetrahydroindoles: Composition of Matter / Continuation	USA	13/447,115 April 13, 2012	[REDACTED]	Compounds for Alzheimer's Disease	Slade, Klimova, Halter, Yungai, Weiner, Walton, Willardsen, Anderson and Zavitz

EXHIBIT "A" (continued)

[REDACTED]	Subject Matter / Type	Country / Region	Application No. / Filing Date	Patent No. / Issue Date	Title	Inventors
[REDACTED]	Indoles & Tetrahydroindoles: Therapeutic Methods / National Phase Entry	Canada	2,648,652 April 4, 2007	[REDACTED]	Compounds for Diseases and Disorders	Klein, Gassman, Bhoite and Manfredi
[REDACTED]	Indoles & Tetrahydroindoles: Therapeutic Methods / Regional Phase Entry	Europe	07760107.8 April 4, 2007	[REDACTED]	Compounds for Diseases and Disorders	Klein, Gassman, Bhoite and Manfredi
[REDACTED]	Indoles & Tetrahydroindoles: Therapeutic Methods / Continuation from PCT	USA	12/295,922 Oct. 3, 2008	[REDACTED]	Compounds for Diseases and Disorders	Klein, Gassman, Bhoite and Manfredi
[REDACTED]	Indoles & Tetrahydroindoles: Therapeutic Methods / Continuation from PCT	USA	13/464,538 May 4, 2012	[REDACTED]	Compounds for Diseases and Disorders	Klein, Gassman, Bhoite and Manfredi